FORM 10-K
UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

(Mark One)

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2001

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File No. 1-12616

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

STATE OF MARYLAND	38-2730780
State of Incorporation	I.R.S. Employer I.D. No.

31700 MIDDLEBELT ROAD
SUITE 145
FARMINGTON HILLS, MICHIGAN 48334
(248) 932-3100
(Address of principal executive offices and telephone number)

Securities Registered Pursuant to Section 12(b) of the Act:
COMMON STOCK, PAR VALUE $.01 PER SHARE

Securities Registered Pursuant to Section 12(g) of the Act:
NONE

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

[ ]

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No
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As of March 4, 2002, the aggregate market value of the Registrant's voting stock held by non-affiliates of the Registrant was approximately $627,003,494. As of March 4, 2002, there were 17,579,451 shares of the Registrant's common stock issued and outstanding.

DOCUMENTS INCORPORATED BY REFERENCE:

Portions of the Registrant's definitive Proxy Statement to be filed for its 2002 Annual Meeting of Shareholders are incorporated by reference into Part III of this Report.

As used in this report, "Company", "Us", "We", "Our" and similar terms means Sun Communities, Inc., a Maryland corporation, and one or more of its subsidiaries (including the Operating Partnership (as defined below)).

PART I

ITEM 1. BUSINESS

GENERAL

We are a self-administered and self-managed real estate investment trust, or REIT. We own, operate and finance manufactured housing communities concentrated in the midwestern and southeastern United States. We are a fully integrated real estate company which, together with our affiliates and predecessors, have been in the business of acquiring, operating and expanding manufactured housing communities since 1975. As of December 31, 2001, we owned and operated or financed a portfolio of 116 developed properties located in 15 states (the "Properties"), including 105 manufactured housing communities, 5 recreational vehicle communities, and 6 properties containing both manufactured housing and recreational vehicle sites. As of December 31, 2001, the Properties contained an aggregate of 40,544 developed sites comprised of 35,390 developed manufactured home sites and 5,154 recreational vehicle sites and an additional 4,385 manufactured home sites suitable for development. In order to enhance property performance and cash flow, the Company, through Sun SHS, Inc., a Michigan corporation ("SHS"), actively markets and sells new and used manufactured homes for placement in the Properties.

Our executive and principal property management office is located at 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334 and our telephone number is (248) 932-3100. We have regional property management offices located in Austin, Texas, Dayton, Ohio, Grand Rapids, Michigan, Elkhart, Indiana and Orlando, Florida, and we employed an aggregate of 546 people as of December 31, 2001.

STRUCTURE OF THE COMPANY

Structured as an umbrella partnership REIT, or UPREIT, Sun Communities Operating Limited Partnership, a Michigan limited partnership (the "Operating Partnership") is the entity through which we conduct substantially all of our operations, and which owns, either directly or indirectly through subsidiaries, all of our assets (the subsidiaries, collectively with the Operating Partnership, the "Subsidiaries"). This UPREIT structure enables us to comply with certain complex requirements under the Federal tax rules and regulations applicable to REITs, and to acquire manufactured housing communities in transactions that defer some or all of the sellers' tax consequences. We are the sole general partner of, and, as of December 31, 2001, held approximately 87% of the interests (not including preferred limited partnership interests) in, the Operating Partnership. The Subsidiaries also include SHS, which provides manufactured home sales and other services to current and prospective tenants of the Properties. Along with several other subsidiaries, SHS wholly owns Sun Water Oak Golf, Inc., which was organized to own and operate the golf course, restaurant and related facilities located on the Water Oak Property that was acquired in November 1994, and SUI TRS, Inc., which was organized to hold our investment in Origen (defined below). See "Factors that May Affect Future Results -- Relationship with Origen."

THE MANUFACTURED HOUSING COMMUNITY INDUSTRY

A manufactured housing community is a residential subdivision designed and improved with sites for the placement of manufactured homes and related improvements and amenities. Manufactured homes are detached, single-family homes which are produced off-site by manufacturers and installed on sites within the community. Manufactured homes are available in a wide array of designs, providing owners with a level of customization generally unavailable in other forms of multifamily housing.

Modern manufactured housing communities, such as the Properties, contain improvements similar to other garden-style residential developments, including centralized entrances, paved streets, curbs and gutters, and parkways. In addition, these communities also often provide a number of amenities, such as a clubhouse, a swimming pool, shuffleboard courts, tennis courts, laundry facilities and cable television service.

The owner of each home on our Properties leases the site on which the home is located. We own the underlying land, utility connections, streets, lighting, driveways, common area amenities and other capital improvements and are responsible for enforcement of community guidelines and maintenance. Some of the Properties provide water and sewer service through public or private utilities, while others provide these services to residents from on-site facilities. Each owner within our Properties is responsible for the maintenance of his or her home and leased site. As a result, capital expenditure needs tend to be less significant, relative to multi-family rental apartment complexes.

PROPERTY MANAGEMENT

Our property management strategy emphasizes intensive, hands-on management by dedicated, on-site district and community managers. We believe that this on-site focus enables us to continually monitor and address tenant concerns, the performance of competitive properties and local market conditions. Of the 546 Company employees, 487 are located on-site as property managers, support staff, or maintenance personnel.

Our community managers are overseen by Brian W. Fannon, Chief Operating Officer, who has 32 years of property management experience, a Senior-Vice President-Operations, three Vice Presidents of Operations and ten Regional Property Managers. In addition, the Regional Property Managers are responsible for semi-annual market surveys of competitive communities, interaction with local manufactured home dealers and regular property inspections.

Each district or community manager performs regular inspections in order to continually monitor the Property's physical condition and provides managers with the opportunity to understand and effectively address tenant concerns. In addition to a district or community manager, each district or property has an on-site maintenance personnel and management support staff. We hold periodic training sessions for all property management personnel to ensure that management policies are implemented effectively and professionally.

HOME SALES

SHS offers manufactured home sales services to tenants and prospective tenants of our Properties. Since tenants often purchase a home already on-site within a community, such services enhance occupancy and property performance. Additionally, because many of the homes in the Properties are sold through SHS, better control of home quality in our communities can be maintained than if sales services were conducted solely through third-party brokers.

REGULATIONS AND INSURANCE

General. Manufactured housing community properties are subject to various laws, ordinances and regulations, including regulations relating to recreational facilities such as swimming pools, clubhouses and other common areas. We believe that each Property has the necessary operating permits and approvals.

Americans with Disabilities Act ("ADA"). The Properties and any newly acquired manufactured housing communities must comply with the ADA. The ADA has separate compliance requirements for "public accommodations" and "commercial facilities," but generally requires that public facilities such as clubhouses, pools and recreation areas be made accessible to people with disabilities. Compliance with ADA requirements could require removal of access barriers and other capital improvements at our Properties. Noncompliance could result in imposition of fines or an award of damages to private litigants. We do not believe the ADA will have a material adverse impact on our results of operations. If required property improvements involve a greater expenditure than we currently anticipate, or if the improvements must be made on a more accelerated basis than we anticipate, our ability to make expected distributions could be adversely affected. We believe that our competitors face similar costs to comply with the requirements of the ADA.

Insurance. Our management believes that the Properties are covered by adequate fire, flood, property and business interruption insurance provided by reputable companies with commercially reasonable deductibles and limits. We maintain a blanket policy that covers all of our Properties. We have obtained title insurance insuring fee title to the Properties in an aggregate amount which we believe to be adequate.

FACTORS THAT MAY AFFECT FUTURE RESULTS

Our prospects are subject to certain uncertainties and risks. Our future results could differ materially from current results, and our actual results could differ materially from those projected in forward-looking statements as a result of certain risk factors. These risk factors include, but are not limited to, those set forth below, other one-time events, and important factors disclosed previously and from time to time in other Company filings with the Securities and Exchange Commission. This report contains certain forward-looking statements.

Adverse Consequences of Being a Borrower.

As of December 31, 2001, we had outstanding $91,200,000 of indebtedness that is collateralized by mortgage liens on eighteen of the Properties (the "Mortgage Debt"). In addition, as of December 31, 2001, we had entered into three capitalized lease obligations for an aggregate of $26,000,000. Each capitalized lease obligation involves a lease for a

manufactured housing community providing that we will lease the community for a certain number of years and then have the option to purchase the community at or prior to the end of the lease term. In each case, if we fail to exercise our purchase right, the landlord has the right to require us to buy the property at the same price for which we had the purchase option. If we fail to meet our obligations under the Mortgage Debt, the lender would be entitled to foreclose on all or some of the Properties securing such debt. If we fail to satisfy our lease obligations or an obligation to purchase the property, the landlord/seller would be entitled to evict us from the property. In each event, this could have a material adverse effect on us and our ability to make expected distributions, and could threaten our continued viability.

We are subject to the risks normally associated with debt financing, including the following risks:

- - our cash flow may be insufficient to meet required payments of principal and interest;

- - existing indebtedness may not be able to be refinanced;

- - the terms of such refinancing may not be as favorable as the terms of such existing indebtedness; and

- - necessary capital expenditures for such purposes as renovations and other improvements may not be able to be financed on favorable terms or at all.

If any of the above risks occurred, our ability to make expected distributions could be adversely impacted.

Real Estate Investment Considerations.

Failure to Generate Sufficient Revenue. The market and economic conditions in our current markets generally, and specifically in metropolitan areas of our current markets, may significantly affect manufactured home occupancy or rental rates. Occupancy and rental rates, in turn, may significantly affect our revenues, and if our communities do not generate revenues sufficient to meet our operating expenses, including debt service and capital expenditures, our cash flow and ability to pay distributions to our stockholders will be adversely affected. The following factors, among others, may adversely affect the revenues generated by our communities:

- - the national and local economic climate which may be adversely impacted by, among other factors, plant closings and industry slowdowns;

- - local real estate market conditions such as the oversupply of manufactured housing sites or a reduction in demand for manufactured housing sites in an area;

- - the rental market which may limit the extent to which rents may be increased to meet increased expenses without decreasing occupancy rates;

- - the perceptions by prospective tenants of the safety, convenience and attractiveness of the Properties and the neighborhoods where they are located;

- - zoning or other regulatory restrictions;

- - competition from other available manufactured housing sites and alternative forms of housing (such as apartment buildings and site-built single-family homes);

- - our ability to provide adequate management, maintenance and insurance;

- - increased operating costs, including insurance premiums, real estate taxes and

utilities; or

- - the enactment of rent control laws. See "Factors that May Affect Future Results

- - Real Estate Investment Considerations -- Rent Control Legislation."

Our income would also be adversely affected if tenants were unable to pay rent or if sites were unable to be rented on favorable terms. If we were unable to promptly relet or renew the leases for a significant number of the sites, or if the rental rates upon such renewal or reletting were significantly lower than expected rates, then our funds from operations and ability to make expected distributions to stockholders could be adversely affected. In addition, certain expenditures associated with each equity investment (such as real estate taxes and maintenance costs) generally are not reduced when circumstances cause a reduction in income from the investment. Furthermore, real estate investments are relatively illiquid and, therefore, will tend to limit our ability to vary our portfolio promptly in response to changes in economic or other conditions.

Competition. All of the Properties are located in developed areas that include other manufactured housing community properties. The number of competitive manufactured housing community properties in a particular area could have a material effect on our ability to lease sites and on rents charged at the Properties or at any newly acquired properties. We may be competing with others with greater resources and whose officers and directors have more experience than our officers and directors. In addition, other forms of multi-family residential properties, such as private and federally funded or assisted multi-family housing projects and single-family housing, provide housing alternatives to potential tenants of manufactured housing communities.

Changes in Laws. Costs resulting from changes in real estate tax laws generally may be passed through to tenants and will not affect us. Increases in income, service or other taxes, however, generally are not passed through to tenants under leases and may adversely affect our funds from operations and our ability to make distributions to stockholders. Similarly, changes in laws increasing the potential liability for environmental conditions existing on properties or increasing the restrictions on discharges or other conditions may result in significant unanticipated expenditures, which would adversely affect our funds from operations and our ability to make distributions to stockholders.

Investments in Real Estate, Installment and Other Loans. As of December 31, 2001, we had an investment of approximately $77.4 million in real estate loans to several entities and Properties, some of which are secured by a first lien on the underlying property, and others which are unsecured loans subordinate to the primary lender. Also, as of December 31, 2001, we had outstanding approximately $13.5 million in installment loans to owners of manufactured homes. These installment loans are collateralized by the manufactured homes. We may invest in additional mortgages and installment loans in the future. Also, as of December 31, 2001, we had an equity investment of approximately $15.0 million in Origen and advances of $11.2 million to Origen under a line of credit; see "Factors that May Affect Future Results -- Relationship with Origen" below. By virtue of our investment in the mortgages and the loans, we are subject to the following risks of such investment:

- the borrowers may not be able to make debt service payments or pay principal when due;

- the value of property securing the mortgages and loans may be less than the amounts owed; and

- interest rates payable on the mortgages and loans may be lower than our cost of funds.

If any of the above occurred, funds from operations and our ability to make expected distributions to stockholders could be adversely affected.

Development of New Communities. We are engaged in the construction and development of new communities, and intend to continue in the development and construction business in the future. Our development and construction business may be exposed to the following risks which are in addition to those risks associated with the ownership and operation of established manufactured housing communities.

- We may not be able to obtain financing with favorable terms for community development which may make us unable to proceed with the development;

- We may be unable to obtain, or face delays in obtaining, necessary zoning, building and other governmental permits and authorizations, which could result in increased costs and delays, and even require us to abandon development of the community entirely if we are unable to obtain such permits or authorizations;

- We may abandon development opportunities that we have already begun to explore and as a result we may not recover expenses already incurred in connection exploring such development opportunities;

- We may be unable to complete construction and lease-up of a community on schedule resulting in increased debt service expense and construction costs;

- We may incur construction and development costs for a community which exceed our original estimates due to increased materials, labor or other costs, which could make completion of the community uneconomical and we may not be able to increase rents to compensate for the increase in development costs which may impact our profitability;

- We may be unable to secure long-term financing on completion of development resulting in increased debt service and lower profitability; and

- Occupancy rates and rents at a newly developed community may fluctuate depending on several factors, including market and economic conditions, which may result in the community not being profitable.

If any of the above occurred, our ability to make expected distributions to stockholders could be adversely affected.

Results of Acquisitions. We acquire and intend to continue to acquire manufactured housing communities on a select basis. The success and profitability of our acquisition activities are subject to the risks of the acquired community failing to perform as expected based on our analyses of our investment in the community, and our underestimation of the costs of repositioning, redeveloping or expanding the acquired community.

Geographic Concentration. Significant amounts of rental income for the year ended December 31, 2001 were derived from Properties located in Michigan and Florida. Of our 116 Properties 43, or 37%, are located in Michigan, and 21, or 18%, are located in Florida. As a result of the geographic concentration of our Properties in these states, we are exposed to the risks of downturns in the local economy or other local real estate market conditions which could adversely affect occupancy rates, rental rates and property

values of Properties in these markets. A negative impact on our occupancy rates, rental rates or property values would adversely affect the income we receive from the Properties and may result in our being unable to make expected distributions to stockholders.

Rent Control Legislation. State and local rent control laws in certain jurisdictions may limit our ability to increase rents and to recover increases in operating expenses and the costs of capital improvements. Enactment of such laws has been considered from time to time in other jurisdictions. Certain Properties are located, and the Company may purchase additional properties, in markets that are either subject to rent control or in which rent-limiting legislation exists or may be enacted.

Environmental Matters. Under various Federal, state and local laws, ordinances and regulations, an owner of real estate is liable for the costs of removal or remediation of certain hazardous or toxic substances on or in such property. Such laws often impose such liability without regard to whether the owner knew of, or was responsible for, the presence of such hazardous or toxic substances. The presence of such substances, or the failure to properly remediate such substances, may adversely affect the owner's ability to sell or rent such property or to borrow using such property as collateral. Persons who arrange for the disposal or treatment of hazardous or toxic substances may also be liable for the costs of removal or remediation of such substances at a disposal or treatment facility, whether or not such facility is owned or operated by such person. Certain environmental laws impose liability for release of asbestos-containing materials ("ACMs") into the air and third parties may seek recovery from owners or operators of real properties for personal injury associated with ACMs. In connection with the ownership (direct or indirect), operation, management, and development of real properties, we may be considered an owner or operator of such properties or as having arranged for the disposal or treatment of hazardous or toxic substances and, therefore, are potentially liable for removal or remediation costs, as well as certain other related costs, including governmental fines and injuries to persons and property.

All of the Properties have been subject to a Phase I or similar environmental audit (which involves general inspections without soil sampling or ground water analysis) completed by independent environmental consultants. These environmental audits have not revealed any significant environmental liability that would have a material adverse effect on our business. No assurances can be given that existing environmental studies of the Properties reveal all environmental liabilities, that any prior owner of a Property did not create any material environmental condition not known to us, or that a material environmental condition does not otherwise exist as to any one or more Properties.

Uninsured Loss. We maintain comprehensive liability, fire, flood (where appropriate), extended coverage, and rental loss insurance on the Properties with policy specifications, limits, and deductibles which are customarily carried for similar properties. Certain types of losses, however, may be either uninsurable or not economically insurable, such as losses due to earthquakes, riots, or acts of war. In the event an uninsured loss occurs, we could lose both our investment in and anticipated profits and cash flow from the affected property which would adversely affect the Company's ability to make distributions to our stockholders. In the year 2000, our former insurance carrier filed bankruptcy, and as a result some or all of the outstanding and incurred, but not yet reported, claims against our policy may not be covered which would require the Company to cover the loss directly. The Company expects the maximum exposure not to exceed $250,000 for which no reserve has been provided in the financial statements.

Conditions Affecting Manufactured Housing Sales

SHS is in the manufactured home sales market offering manufactured home sales services to tenants and prospective tenants of our communities. The market for the sale of manufactured homes may be adversely affected by the following factors:

- Downturns in economic conditions which adversely impact the housing market;

- An oversupply of, or a reduced demand for, manufactured homes;

- The difficulty facing potential purchasers in obtaining affordable financing as a result of heightened lending criteria; and

- An increase in the rate of manufactured home repossessions which provide aggressively priced competition to new manufactured home sales.

Any of the above listed factors could adversely impact SHS' rate of manufactured home sales, which would result in a decrease in SHS' profitability, and which may also affect the Company's profitability.

Relationship with Origen.

In the past, we have provided financing to Bingham Financial Services Corporation ("Bingham"), a financial services company that provides and services loans used to finance manufactured homes. In December 2001, we made a $15.0 million equity investment in a newly formed company, Origen Financial, L.L.C., that will merge with Origen Financial, Inc., a subsidiary of Bingham, as part of a recapitalization of Bingham. As a result of this equity investment, we will own approximately a 30% interest in the surviving company ("Origen"), which company will hold all of the operating assets of Bingham and its subsidiaries. As part of the recapitalization, the funds contributed to capitalize Origen were used to repay approximately $38.9 million of Bingham's outstanding indebtedness to the Company.

Certain of our officers and directors have an interest in Bingham and/or Origen. Gary A. Shiffman, our Chairman of the Board, Chief Executive Officer and President, is a director and officer of Bingham and a manager of Origen, and Arthur A. Weiss, one of our directors, is a director of Bingham. Bingham owns approximately a 20% interest in Origen and the Company (together with the other investors in Origen) has the right to purchase its pro-rata share of Bingham's interest in Origen at fair value at any time between the third and fifth anniversaries of the closing date of the Company's investment in Origen. In addition, concurrently with our investment in Origen, Mr. Shiffman and members of his family purchased approximately a 10% equity interest in Origen for approximately $5.0 million.

As a result of the ownership and management of Origen, Mr. Shiffman and Mr. Weiss may have a conflict of interest with respect to any transaction between the Company and Origen. See "Factors that May Affect Future Results - Conflicts of Interest."

Currently, we (together with another unaffiliated lender) provide financing to Origen. This financing consists of a $21.25 million standby line of credit, bearing interest at a per annum rate equal to 700 basis points over LIBOR, with a minimum interest rate of 11% and a maximum interest rate of 15%. This line of credit is collateralized by a security interest in Origen's assets, which is subordinate in all respects to all institutional indebtedness of Origen, and a guaranty and pledge of assets by Bingham.

Under the terms of a participation agreement we entered into with the other lender, we are obligated to loan up to $12.5 million to Origen under the line of credit, the other lender is required to loan up to $8.75 million to Origen under the line of credit and we jointly administer the line of credit. Under the participation agreement, each lender participates pari passu in all proceeds from the line of credit, provided that, if additional funds in excess of $17.5 million are loaned to Origen and both lenders do not participate therein, such additional amounts funded will be subordinate in all respects to all indebtedness of Origen in which both lenders have participated.

The line of credit subjects the Company to the risks of being a lender. These risks include the risks relating to borrower delinquency and default and the adequacy of the collateral for such loans. Because the line of credit is subordinated to certain senior debt of Origen, in the event Origen was unable to meet its obligations under the senior debt facility, our right to receive amounts owed to us under the line of credit would be suspended pending payment of the amounts owing under the senior debt facility. In addition, because the security interest securing Origen's obligations under the line of credit is subordinate to the security interest of certain senior debt of Origen, in the event of a bankruptcy of Origen, our right to access Origen 's assets to satisfy the amounts outstanding under the line of credit would be subject to the senior lender's prior rights to the same collateral. Moreover, if we choose to advance additional funds to Origen beyond the shared $17.5 million line of credit and the other participation lender does not participate in such additional advances, these secondary advances will be subordinate to any senior debt of Origen and subordinate to all indebtedness of Origen in which both lenders have participated.

Conflicts of Interest.

Ownership of SHS. Gary A. Shiffman, our President, Chief Executive Officer and Chairman of the Board of Directors and the Estate of Milton M. Shiffman (former Chairman of the Board of the Company), are the owners of all of the outstanding common stock of SHS, and as such are entitled to 5% of the cash flow from the operating activities of SHS (the Operating Partnership is the owner of 100% of the non-voting preferred stock which entitles it to 95% of such cash flow). Arthur A. Weiss, one of our directors, is also a personal representative of the Estate.

For certain tax reasons, we made our equity investment in Origen through SUI TRS, Inc., a taxable REIT subsidiary ("TRS"), which is wholly owned by SHS. The Operating Partnership contributed $15.0 million to SHS in connection with the Origen investment and, as the holder of all of the non-voting preferred stock of SHS, we are entitled to 95% of the cash flow from the operating activities of SHS, including the operating activities of the TRS, and effectively an approximate 30% interest in Origen. As part of the $5.0 million investment in Origen by Mr. Shiffman and members of his family, he and the Estate contributed approximately $790,000 to SHS as part of the investment in Origen by TRS, and, as the holders of all of the voting common stock of SHS, they are entitled to 5% of the cash flow from the operating activities of SHS, including the operating activities of the TRS, and effectively an approximate 1.6% indirect interest in Origen. The balance of the Shiffman family's $5.0 million investment in Origen was made through a separate family owned entity which holds 8.4% of the Shiffman family's aggregate 10% interest. See "Factors that May Affect Future Results-Relationship with Origen." Thus, in all transactions involving SHS, Mr. Shiffman and Mr. Weiss will have a conflict of interest with respect

to their respective obligations as an officer and/or director of the Company and Mr. Shiffman's right and the Estate's right to receive a portion of the cash flow from the operating activities of SHS. The following are the current transactions and agreements involving SHS which present a conflict of interest for Mr. Shiffman:

- The agreement between SHS and the Operating Partnership for sales, brokerage, and leasing services;

- The investment in Origen by SUI TRS, Inc., a wholly owned subsidiary of SHS; and

- The ownership and operation of SHS's other subsidiaries, including, Sun Water Oak Golf, Inc.

The failure to negotiate these and other transactions or agreements involving SHS on an arm's length basis, or to enforce the material terms of any agreement or arrangement between SHS and the Company or any other Subsidiary could have an adverse effect on the Company.

Tax Consequences Upon Sale of Properties. Gary A. Shiffman holds limited partnership interests in the Operating Partnership ("Common OP Units") which were received in connection with the contribution of 24 Properties the Company acquired from partnerships previously affiliated with him (the "Sun Partnerships"). Prior to any redemption of Common OP Units for our common stock (the "Common Stock"), Mr. Shiffman will have tax consequences different from those of the Company and its public stockholders on the sale of any of the Sun Partnerships. Therefore, Mr. Shiffman and the Company, as partners in the Operating Partnership, may have different objectives regarding the appropriate pricing and timing of any sale of those Properties.

Adverse Consequences of Failure to Qualify as a REIT.

Taxation as a Corporation. We expect to qualify and have made an election to be taxed as a REIT under the Code, commencing with the calendar year beginning January 1, 1994. Although we believe that we are organized and will operate in such a manner, no assurance can be given that we are organized or will be able to operate in a manner so as to qualify or remain so qualified. Qualification as a REIT involves the satisfaction of numerous requirements (some on an annual and quarterly basis) established under highly technical and complex Code provisions for which there are only limited judicial or administrative interpretations, and involves the determination of various factual matters and circumstances not entirely within our control.

If we were to fail to qualify as a REIT in any taxable year, we would be subject to Federal income tax (including any applicable alternative minimum tax) on our taxable income at corporate rates. Moreover, unless entitled to relief under certain statutory provisions, we also would be disqualified from treatment as a REIT for the four taxable years following the year during which qualification is lost. This treatment would reduce our net earnings available for investment or distribution to stockholders because of the additional tax liability to us for the years involved. In addition, distributions to stockholders would no longer be required to be made.

Other Tax Liabilities. Even though we qualify as a REIT, we are subject to certain Federal, state and local taxes on our income and property. In addition, our sales

operations, which are conducted through SHS, generally will be subject to Federal income tax at regular corporate rates.

REIT Modernization Act. In December 1999, the REIT Modernization Act ("RMA") was signed into law. The RMA contains several provisions that will allow REITs to create a TRS that can provide services to residents and others without disqualifying the rents that a REIT receives from its residents. Furthermore, for tax years beginning after December 31, 2000 RMA changes the minimum distribution requirement from 95 percent to 90 percent of the REIT's taxable income, which will allow REITs to reinvest a larger percentage of capital into their real estate assets or repay their existing debt.

Adverse Effect of Distribution Requirements

We may be required from time to time, under certain circumstances, to accrue as income for tax purposes interest and rent earned, but not yet received. In such event, we could have taxable income without sufficient cash to enable us to meet the distribution requirements of a REIT. Accordingly, we could be required to borrow funds or liquidate investments on adverse terms in order to meet such distribution requirements.

Ownership Limit and Limits on Changes in Control.

9.8% Ownership Limit. In order to qualify and maintain our qualification as a REIT, not more than 50% of the outstanding shares of our capital stock may be owned, directly or indirectly, by five or fewer individuals. Thus, ownership of more than 9.8% of our outstanding shares of common stock by any single stockholder has been restricted, with certain exceptions, for the purpose of maintaining our qualification as a REIT under the Internal Revenue Code of 1986, as amended (the "Code"). Such restrictions in our charter do not apply to Gary Shiffman, the Estate of Milton M. Shiffman and Robert B. Bayer, a former director and officer of the Company.

The 9.8% ownership limit, as well as our ability to issue additional shares of Common Stock or shares of other stock (which may have rights and preferences over the Common Stock), may discourage a change of control of the Company and may also: (1) deter tender offers for the Common Stock, which offers may be advantageous to stockholders; and (2) limit the opportunity for stockholders to receive a premium for their Common Stock that might otherwise exist if an investor were attempting to assemble a block of Common Stock in excess of 9.8% of the outstanding shares of the Company or otherwise effect a change of control of the Company.

Staggered Board. Our Board of Directors has been divided into three classes of directors. The term of one class will expire each year. Directors for each class will be chosen for a three-year term upon the expiration of such class's term, and the directors in the other two classes will continue in office. The staggered terms for directors may affect the stockholders' ability to change control of the Company even if a change in control were in the stockholders' interest.

Preferred Stock. Our charter authorizes the Board of Directors to issue up to 10,000,000 shares of preferred stock and to establish the preferences and rights (including the right to vote and the right to convert into shares of Common Stock) of any shares issued. The power to issue preferred stock could have the effect of delaying or preventing a change in control of the Company even if a change in control were in the stockholders' interest.

Rights Plan. We adopted a stockholders' rights plan in 1998 that provides our stockholders (other than a stockholder attempting to acquire a 15% or greater interest in the Company) with the right to purchase stock in the Company at a discount in the event any person attempts to acquire a 15% or greater interest in the Company. Because this plan could make it more expensive for a person to acquire a controlling interest in the Company, it could have the effect of delaying or preventing a change in control of the Company even if a change in control were in the stockholders' interest.

Changes in Investment and Financing Policies Without Stockholder Approval.

Our investment and financing policies, and our policies with respect to certain other activities, including our growth, debt, capitalization, distributions, REIT status, and operating policies, are determined by our Board of Directors. Although the Board of Directors has no present intention to do so, these policies may be amended or revised from time to time at the discretion of the Board of Directors without notice to or a vote of our stockholders. Accordingly, stockholders may not have control over changes in our policies and changes in our policies may not fully serve the interests of all stockholders.

Dependence on Key Personnel.

We are dependent on the efforts of our executive officers, particularly Gary A. Shiffman, Jeffrey P. Jorissen and Brian W. Fannon (together, the "Senior Officers"). While we believe that we could find replacements for these key personnel, the loss of their services could have a temporary adverse effect on Company operations. We do not currently maintain or contemplate obtaining any "key-man" life insurance on the Senior Officers.

In addition, upon the death or disability of Mr. Shiffman, we could lose the right to appoint a Manager of Origen or otherwise vote our interests in Origen, which could adversely affect our investment in Origen. See "Factors that May Affect Future Results -- Relationship with Origen" above.

Adverse Consequences of Failure to Qualify as a Partnership

We believe that the Operating Partnership and other various Subsidiary partnerships have each been organized as partnerships and will qualify for treatment as such under the Code. If the Operating Partnership and such other partnerships fail to qualify for such treatment under the Code, we would cease to qualify as a REIT, and the Operating Partnership and such other partnerships would be subject to Federal income tax (including any alternative minimum tax) on their income at corporate rates.

Adverse Effect on Price of Shares Available for Future Sale

Sales of a substantial number of shares of Common Stock, or the perception that such sales could occur, could adversely affect prevailing market prices for shares. As of December 31, 2001, up to 3,944,435 shares of Common Stock may be issued in the future to the limited partners of the Operating Partnership (both Common and Preferred OP Units). The limited partners may sell such shares pursuant to registration rights or an available exemption from registration. Also, Water Oak, Ltd., a former owner of one of the Properties, will be issued Common OP Units with a value of approximately $1,000,000 annually through 2007. In 2008 and 2009, Water Oak, Ltd. will be issued

Common OP Units with a value of approximately $1,200,000. In addition, as of December 31, 2001, 2,017,298 shares have been reserved for issuance pursuant to our 1993 Employee Stock Option Plan and 1993 Non-Employee Director Stock Option Plan (the "Plans"). Under the Plans options for 615,051 shares have been exercised, and 289,922 shares of restricted stock have been issued as of December 31, 2001. Mr. Shiffman's employment agreement provides for incentive compensation payable in shares of Common Stock. We also issued 167,918 shares of Common Stock on January 31, 2002 pursuant to our Long Term Incentive Plan for the benefit of all of our salaried employees other than our officers. No prediction can be made regarding the effect that future sales of shares of Common Stock will have on the market price of shares.

Adverse Effect of Market Interest Rates on the Price of Common Stock

One of the factors that may influence the price of the Common Stock in the public market will be the annual distributions to stockholders relative to the prevailing market price of the Common Stock. An increase in market interest rates may tend to make the Common Stock less attractive relative to other investments, which could adversely affect the market price of our Common Stock.

ITEM 2. PROPERTIES

General. As of December 31, 2001, the Properties consisted of 104 manufactured housing communities, 5 recreational vehicle communities, and 7 properties containing both manufactured housing and recreational vehicle sites located in fifteen states concentrated in the midwestern and southeastern United States. As of December 31, 2001, the Properties contained 40,544 developed sites comprised of 35,340 developed manufactured home sites and 5,154 recreational vehicle sites and an additional 4,385 manufactured home sites suitable for development. Most of the Properties include amenities oriented towards family and retirement living. Of the 116 Properties, 61 have more than 300 developed manufactured home sites, with the largest having 1,554 developed manufactured home sites.

The Properties had an aggregate occupancy rate of 93% as of December 31, 2001, excluding recreational vehicle sites. Since January 1, 2001, the Properties have averaged an aggregate annual turnover of homes (where the home is moved out of the community) of approximately 3.2% and an average annual turnover of residents (where the home is sold and remains within the community, typically without interruption of rental income) of approximately 7.4%.

We believe that our Properties' high amenity levels contribute to low turnover and generally high occupancy rates. All of the Properties provide residents with attractive amenities with most offering a clubhouse, a swimming pool, laundry facilities and cable television service. Many Properties offer additional amenities such as sauna/whirlpool spas, tennis, shuffleboard and basketball courts and/or exercise rooms.

We have tried to concentrate our communities within certain geographic areas in order to achieve economies of scale in management and operation. The Properties are principally concentrated in the midwestern and southeastern United States. We believe that geographic diversification will help insulate the portfolio from regional economic influences, we are also interested in expanding its operations in the western United States.

The following table sets forth certain information relating to the Properties owned or financed as of December 31, 2001:

PROPERTY AND LOCATION	DEVELOPED SITES AS OF 12/31/01	OCCUPANCY AS OF 12/31/99(1)	OCCUPANCY AS OF 12/31/00(1)	OCCUPANCY AS OF 12/31/01(1)
MIDWEST				
MICHIGAN				
Academy/West Pointe Canton, MI	441	(2)	99%	98%
Allendale Meadows Mobile Village Allendale, MI	352	95%	98%	96%
Alpine Meadows Mobile Village Grand Rapids, MI	403	99%	99%	96%
Bedford Hills Mobile Village Battle Creek, MI	339	99%	98%	98%
Brentwood Mobile Village Kentwood, MI	195	99%	99%	99%
Byron Center Mobile Village Byron Center, MI	143	99%	99%	98%
Candlewick Court Manufactured Housing Community Owosso, MI	211	96%	95%	97%
College Park Estates Manufactured Housing Community Canton, MI	230	98%	100%	95%
Continental Estates Manufactured Housing Community Davison, MI	385	88%	84%	84%
Continental North Manufactured Housing Community Davison, MI	474	84%	88%	89%
Country Acres Mobile Village Cadillac, MI	182	99%	96%	96%
Country Meadows Mobile Village Flat Rock, MI	577	100%	100%	99%
Countryside Village Manufactured Housing Community Perry, MI	359	96%	96%	98%
Creekwood Meadows Mobile Home Park Burton, MI	336	94%	96%	88%
Cutler Estates Mobile Village Grand Rapids, MI	256	99%	98%	97%
Davison East Manufactured Housing Community Davison, MI	190	95%	89%	80%
Fisherman's Cove Manufactured Housing Community Flint, MI	162	97%	99%	95%
Grand Mobile Estates Grand Rapids, MI	224	98%	99%	93%
Hamlin Manufactured Housing Community Webberville, MI	147	100%	100%	99%
Kensington Meadows Mobile Home Park Lansing, MI	290	95%	97%	98%
Kings Court Mobile Village Traverse City, MI	639	100%	98%	100%
Knollwood Estates Allendale, MI	161	(3)	(3)	97%
Lafayette Place Metro Detroit, MI	254	99%	98%	97%

PROPERTY AND LOCATION	DEVELOPED SITES AS OF 12/31/01	OCCUPANCY AS OF 12/31/99(1)	OCCUPANCY AS OF 12/31/00(1)	OCCUPANCY AS OF 12/31/01(1)
Lincoln Estates Mobile Home Park Holland, MI	191	98%	99%	96%
Maple Grove Estates Manufactured Housing Community Dorr, MI	46	100%	100%	100%
Meadow Lake Estates Manufactured Housing Community White Lake, MI	425	99%	100%	100%
Meadowbrook Estates Manufactured Housing Community Monroe, MI	453	100%	99%	98%
Meadowstream Village Manufactured Housing Community Sodus, MI	159	97%	98%	97%
Parkwood Manufactured Housing Community Grand Blanc, MI	249	94%	93%	90%
Presidential Estates Mobile Village Hudsonville, MI	364	98%	98%	99%
Richmond Place (6) Metro Detroit, MI	117	99%	99%	97%
River Haven Village Grand Haven, MI	721	(3)	(3)	78%
Scio Farms Estates Ann Arbor, MI	913	100%	100%	99%
Sherman Oaks Manufactured Housing Community Jackson, MI	366	98%	99%	97%
St. Clair Place (6) Metro Detroit, MI	100	99%	99%	100%
Sunset Ridge (4) Portland Township, MI	144	(3)	(3)	13%(4)
Timberline Estates Manufactured Housing Community Grand Rapids, MI	296	97%	100%	96%
Town & Country Mobile Village Traverse City, MI	192	99%	99%	99%
Village Trails Howard City, MI	100	64%(4)	77%	77%
White Lake Mobile Home Village White Lake, MI	315	100%	100%	85%(4)
White Oak Estates Mt. Morris, MI	480	92%	85%	88%
Windham Hills Estates Jackson, MI	353	78%(4)	88%	91%
Woodhaven Place (6) Metro Detroit, MI	220	99%	99%	100%
MICHIGAN TOTAl	13,154	96%	96%	94%
INDIANA				
Brookside Mobile Home Village Goshen, IN	570	87%(4)	93%	93%
Carrington Pointe Ft. Wayne, IN	320	88%(4)	89%	81%
Clear Water Mobile Village South Bend, IN	227	98%	95%	90%
Cobus Green Mobile Home Park Elkhart, IN	386	97%	94%	87%
Deerfield Run Manufactured Home Community (4) Anderson, IN	175	59%(4)	75%(4)	60% (4)

PROPERTY AND LOCATION	DEVELOPED SITES AS OF 12/31/01	OCCUPANCY AS OF 12/31/99(1)	OCCUPANCY AS OF 12/31/00(1)	OCCUPANCY AS OF 12/31/01(1)
Four Seasons Mobile Home Park Elkhart, IN	218	(2)	96%	98%
Holiday Mobile Home Village Elkhart, IN	326	98%	99%	97%
Liberty Farms Communities Valparaiso, IN	220	98%	100%	98%
Maplewood Mobile Home Park Lawrence, IN	207	97%	94%	91%
Meadows Mobile Home Park Nappanee, IN	330	97%	95%	89%
Pine Hills Mobile Home Subdivision Middlebury, IN	130	95%	91%	96%
Roxbury Park Goshen, IN	398	(3)	(3)	92%
Timberbrook Mobile Home Park Bristol, IN	567	93%	90%	90%
Valley Brook Mobile Home Park Indianapolis, IN	799	97%	95%	95%
West Glen Village Mobile Home Park Indianapolis, IN	552	98%	99%	98%
Woodlake Estates (4) Ft. Wayne, IN	338	97%(4)	67%(4)	69%(4)
Woods Edge Mobile Village West Lafayette, IN	598	91%	93%	84%
INDIANA TOTAL	6,361	94%	92%	90%
OTHER				
Apple Creek Manufactured Home Community and Self Storage Cincinnati, OH	176	99%	98%	91%
Autumn Ridge Mobile Home Park Ankeny, IA	413	99%	100%	99%
Bell Crossing Manufactured Home Community (4) Clarksville, TN	239	81%	84%	53%(4)
Boulder Ridge Pflugerville, TX	362	96%	98%	98%
Branch Creek Estates Austin, TX	392	100%	99%	100%
Byrne Hill Village Manufactured Home Toledo, OH	236	97%	97%	97%
Candlelight Village Mobile Home Park Chicago Heights, IL	309	97%	96%	98%
Casa del Valle (7) Alamo, TX	408	100%	100%	100%
Catalina Mobile Home Park Middletown, OH	462	94%	90%	83%
Chisholm Point Estates Pflugerville, TX	416	100%	99%	98%
Desert View Village West Wendover, NV	93	(4)	6%(4)	25%(4)
Eagle Crest Firestone, CO	150	(3)	(3)	84%
Edwardsville Mobile Home Park Edwardsville, KS	634	94%	97%	97%
Forest Meadows Philomath, OR	76	86%	88%	83%
High Pointe (8)	411	95%	95%	93%

PROPERTY AND LOCATION	DEVELOPED SITES AS OF 12/31/01	OCCUPANCY AS OF 12/31/99(1)	OCCUPANCY AS OF 12/31/00(1)	OCCUPANCY AS OF 12/31/01(1)
Frederica, DE				
Kenwood RV and Mobile Home Plaza (7) LaFeria, TX	289	100%	100%	100%
North Point Estates (4) Pueblo, CO	108	(3)	(3)	38%(4)
Oakwood Village Dayton, OH	511	75%(6)	78%	73%
Orchard Lake Manufactured Home Community Cincinnati, OH	147	99%	98%	97%
Paradise Park Chicago Heights, IL	277	98%	99%	96%
Pecan Branch (4) Williamson County, TX	69	(3)	(3)	67% (4)
Pin Oak Parc Mobile Home Park O'Fallon, MO	502	91%	98%	99%
Pine Ridge Mobile Home Park Petersburg, VA	245	98%	98%	98%
Sea Air (7) (8) Rehoboth Beach, DE	527	99%	100%	99%
Snow to Sun (7) Weslaco, TX	493	99%	99%	100%
Southfork Mobile Home Park Belton, MO	477	96%	96%	95%
Sun Villa Estates Reno, NV	324	100%	100%	100%
Timber Ridge Mobile Home Park Ft. Collins, CO	582	99%	98%	99%
Westbrook Village (6) Toledo, OH	344	99%	98%	99%
Westbrook Senior Village Toledo, OH	112	(3)	(3)	94%
Willowbrook Place (6) Toledo, OH	266	100%	99%	98%
Woodland Park Estates Eugene, OR	399	99%	99%	98%
Woodside Terrace Manufactured Home Community (6) Holland, OH	439	98%	96%	98%
Worthington Arms Mobile Home Park Delaware, OH	224	100%	99%	99%
OTHER TOTAL	11,112	91%	95%	93%
SOUTHEAST				
FLORIDA				
Arbor Terrace RV Park Bradenton, FL	402	(5)	(5)	(5)
Ariana Village Mobile Home Park Lakeland, FL	208	83%	85%	86%
Bonita Lake Resort Bonita Springs, FL	167	(5)	(5)	(5)
Buttonwood Bay (7) Sebring, FL	941	(3)	(3)	100%
Gold Coaster Manufactured Home Community (7) Florida City, FL	548	100%	100%	100%
Groves RV Resort Lee County, FL	306	(5)	(5)	(5)
Holly Forest Estates Holly Hill, FL	402	100%	100%	100%
Indian Creek Park (7)	1,554	100%	100%	100%

PROPERTY AND LOCATION	DEVELOPED SITES AS OF 12/31/01	OCCUPANCY AS OF 12/31/99(1)	OCCUPANCY AS OF 12/31/00(1)	OCCUPANCY AS OF 12/31/01(1)
Ft. Myers Beach, Fl				
Island Lakes Mobile Home Park Merritt Island, FL	301	100%	100%	100%
Kings Lake Mobile Home Park Debary, FL.	245	91%	96%	99%
Kings Pointe Mobile Home Park (9) Winter Haven, FL	227	56%	56%	57%
Lake Juliana Landings Mobile Home Park Auburndale, FL	287	69%	71%	74%
Lake San Marino RV Park Naples, FL	415	(5)	(5)	(5)
Leesburg Landing Lake County, FL	96	66%	68%	68%
Meadowbrook Village Mobile Home Park Tampa, Fl,	257	100%	98%	99%
Orange Tree Village Mobile Home Park Orange City, FL	246	96%	99%	100%
Royal Country Mobile Home Park Miami, FL	864	100%	100%	99%
Saddle Oak Club Mobile Home Park Ocala Fl,	376	100%	99%	100%
Siesta Bay RV Park Ft. Myers Beach, FL	859	(5)	(5)	(5)
Silver Star Mobile Village Orlando, FL	408	95%	96%	98%
Water Oak Country Club	808	100%	100%	100%
Estates/Water Oak Mobile Home Park Lady Lake, FL,	---	----	----	----
Florida Total	9,917	94%	94%	96%
	=====	===	===	===
TOTAL/AVERAGE	40,544	95%	95%	93%
	======	===	===	===

(1) Occupancy percentage relates to manufactured housing sites, excluding recreational vehicle sites.

(2) Acquired in 2000.

(3) Acquired in 2001.

(4) Occupancy in these Properties reflects the fact that these communities are in their initial lease-up phase following an expansion or ground up development.

(5) This Property contains only recreational vehicle sites.

(6) The Company leases this Property. The Company has the option and intends to purchase the Property upon the expiration of the lease. If the Company does not exercise its option to purchase, the lessor has the right to cause the Company to purchase the Property at the expiration of the lease at the then outstanding lease obligation.

(7) This Property contains recreational vehicle sites.

(8) This Property is financed and managed by the Company.

(9) This Property was sold in February 2002.

Leases. The typical lease we enter into with a tenant for the rental of a site is month-to-month or year-to-year, renewable upon the consent of both parties, or, in some instances, as provided by statute. In some cases, leases are for one-year terms, with up to ten renewal options exercisable by the tenant, with rent adjusted for increases in the consumer price index. These leases are cancelable for non-payment of rent, violation of community rules and regulations or other specified defaults. See "Regulations and Insurance."

ITEM 3. LEGAL PROCEEDINGS

We are involved in various legal proceedings arising in the ordinary course of business. All such proceedings, taken together, are not expected to have a material adverse impact on our results of operations or financial condition.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of the Company's security holders during the fourth quarter of the fiscal year covered by this report.

PART II

ITEM 5. MARKET FOR THE COMPANY'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

MARKET INFORMATION

Our Common Stock has been listed on the New York Stock Exchange ("NYSE") since December 8, 1993 under the symbol "SUI." On March 4, 2002, the closing sales price of the Common Stock was $38.73 and the Common Stock was held by approximately 675 holders of record. The following table sets forth the high and low closing sales prices per share for the Common Stock for the periods indicated as reported by the NYSE and the distributions paid by the Company with respect to each such period.

	High	Low	Distribution
FISCAL YEAR ENDED DECEMBER 31, 2000			
First Quarter of 2000.....	34.9375	27.375	.51
Second Quarter of 2000.....	33.625	29.375	.53
Third Quarter of 2000.....	33.75	30.1875	.53
Fourth Quarter of 2000.....	35.625	29.00	.53
FISCAL YEAR ENDED DECEMBER 31, 2001			
First Quarter of 2001.....	34.6875	30.80	.53
Second Quarter of 2001.....	35.50	31.45	.55
Third Quarter of 2001.....	36.85	34.73	.55
Fourth Quarter of 2001.....	38.55	36.00	.55

RECENT SALES OF UNREGISTERED SECURITIES

On April 16, 2001, the Operating Partnership issued 46,117 Series B-1 Preferred Units to River Haven Village, Inc. in exchange for property with an agreed upon value of $4,611,692.48 (the "Series B-1 Units"). Holders of the Series B-1 Units may require the Operating Partnership to redeem all of the outstanding Series B-1 Units within the ninety (90) day period following any anniversary of the Series B-1 Unit issuance date beginning on April 16, 2006, or the death of River Haven's current president. On or after July 16, 2012, the Operating Partnership may redeem all of the outstanding Series B-1 Units on written notice to the Series B-1 Unit holders. The Operating Partnership shall pay a redemption price of $100.00 per Series B-1 Unit redeemed.

On January 31, 2002, the Operating Partnership issued 100,000 Series B-2 Preferred Units to Bay Area Limited Partnership and assumed approximately $10,500,000 of debt, in exchange for property with a net agreed upon value of $15,000,000 (the "Series B-2 Units"). Holders of the Series B-2 Units may require the Operating Partnership to redeem all of the outstanding Series B-2 Units within the ninety (90) day period following the fifth anniversary of the Series B-2 Unit issuance date, the death of Bay Area's president, or the occurrence of a change of control as defined in the Operating Partnership's limited partnership agreement, but in no event may the Series B-2 Unit holders require the redemption of the Series B-2 Units prior to January 31, 2007. The Operating Partnership shall pay a redemption price of $45.00 per Series B-2 Unit redeemed. In addition, holders of the Series B-2 Units may convert such units into Common OP Units at a conversion price of $45 per unit within the ninety (90) day period following the third anniversary of the Series B-2 Unit issuance date.

In 2001, the Company issued an aggregate of 98,036 shares of its Common Stock upon conversion of an aggregate of 98,036 OP Units.

All of the above OP Units and shares of Common Stock were issued in private placements in reliance on Section 4(2) of the Securities Act of 1933, as amended, including Regulation D promulgated thereunder. No underwriters were used in connection with any of such issuances.

ITEM 6. SELECTED FINANCIAL DATA

SUN COMMUNITIES, INC.

	YEAR ENDED DECEMBER 31,				
	2001	2000	1999	1998	1997
	(IN THOUSANDS EXCEPT FOR PER SHARE AND OTHER DATA)				
OPERATING DATA:					
Revenues:					
Income from property	$139,022	$132,440	$125,424	$114,346	$ 93,188
Other income	14,532	14,105	9,530	5,984	2,942
Total revenues	153,554	146,545	134,954	120,330	96,130
Expenses:					
Property operating and maintenance	29,154	28,592	27,300	25,647	21,111
Real estate taxes	9,524	9,115	8,888	8,728	7,481
Property management	2,746	2,934	2,638	2,269	1,903
General and administrative .	4,627	4,079	3,682	3,339	2,617
Depreciation and amortization	33,516	30,671	28,551	24,961	20,668
Interest	31,016	29,651	27,289	23,987	14,423
Total expenses	110,583	105,042	98,348	88,931	68,203
Income before gain from properly dispositions, net and minority interests	42,971	41,503	36,606	31,399	27,927
Gain from property dispositions, net	4,275	4,801	829	655 (A)	--
Income before minority interests	47,246	46,304	37,435	32,054	27,927
Income allocated to minority interests	13,336	13,010	8,346	5,958	5,672
Net income	$ 33,910	$ 33,294	$ 29,089	$ 26,096	$ 22,255
Net income per weighted average share:					
Basic	$ 1.96	$ 1.92	$ 1.69	$ 1.55	$ 1.38
Diluted	$ 1.94	$ 1.91	$ 1.68	$ 1.53	$ 1.37
Weighted average common shares outstanding:					
Basic	17,258	17,304	17,191	16,856	16,081
Diluted	17,440	17,390	17,343	17,031	16,268
Distribution per common share .	$ 2.18	$ 2.10	$ 2.02	$ 1.94	$ 1.865
BALANCE SHEET DATA:					
Rental property, before accumulated depreciation	$953,656	$867,377	$847,696	$803,152	$684,821
Total assets	$994,449	$966,628	$904,032	$821,439	$690,914
Total debt	$495,198	$464,508	$401,564	$365,164	$264,264
Stockholders' equity	$329,641	$336,034	$338,358	$340,364	$326,780
OTHER DATA (AT END OF PERIOD):					
Total properties	116	109	110	104	99
Total sites	40,544	38,282	38,217	37,566	35,936

(A) Includes an $875 expense related to an unsuccessful portfolio acquisition.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

OVERVIEW

The following discussion and analysis of the consolidated financial condition and results of operations should be read in conjunction with the Consolidated Financial Statements and notes thereto elsewhere herein.

The Company is a fully integrated, self-administered and self-managed REIT which owns, operates and finances manufactured housing communities concentrated in the midwestern and southeastern United States. As of December 31, 2001, the Company owned and operated or financed a portfolio of 116 developed properties located in 15 states, including 104 manufactured housing communities, 5 recreational vehicle communities, and 7 properties containing both manufactured housing and recreational vehicle sites.

During 2001, the Company acquired five manufactured housing communities, comprising 2,332 developed sites, for $55.8 million and two development communities, comprising 1,273 sites, for $4.3 million and the Company sold two manufactured housing communities for $16.2 million.

SIGNIFICANT ACCOUNTING POLICIES

Management's Discussion and Analysis of Financial Condition and Results of Operations discusses the Company's consolidated financial statements, which have been prepared in accordance with generally accepted accounting principles. The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. In preparing these financial statements, management has made its best estimates and judgment of certain amounts included in the financial statements. Nevertheless, actual results may differ from these estimates under different assumptions or conditions.

Management believes the following significant accounting policies, among others, affect its more significant judgments and estimates used in the preparation of its consolidated financial statements:

Principles of Consolidation. The financial statements include the accounts of the Company and all majority-owned and controlled subsidiaries, including Sun Communities Operating Limited Partnership.

Notes Receivable. The Company evaluates the recoverability of its notes receivable whenever events occur or there are changes in circumstances such that management believes it is probable that it will be unable to collect all amounts due according to the contractual terms of the loan agreement. The loan is then measured based on the present value of the expected future cash flow discounted at the loan's effective interest rate or the fair value of the collateral if the loan is collateral dependent.

Rental Property. Rental property is recorded at cost, less accumulated depreciation. Management evaluates the recoverability of its investment in rental property whenever events or changes in circumstances, such as recent operating results, expected net operating cash flow and plans for future operations, indicate that full asset recoverability is questionable. Recoverability of these assets is measured by a comparison of the carrying amount of such assets to the future undiscounted net cash flows expected to be generated by the assets. If such assets were deemed to be impaired as a result of this measurement, the impairment that would be recognized is measured by the amount by which the carrying amount of the asset exceeds the fair value of the asset as determined on a discounted net cash flow basis.

Revenue Recognition. Rental income attributable to leases is recorded on a straight-line basis when earned from tenants. Leases entered into by tenants generally range from month-to-month to one year and are renewable by mutual agreement of the Company and the resident.

Income Taxes. The Company has elected to be taxed as a REIT as defined under Section 856(c) of the Internal Revenue Code of 1986, as amended. In order for the Company to qualify as a REIT, at least ninety-five percent (95%) of the Company's gross income in any year must be derived from qualifying sources. As a REIT, the Company generally will not be subject to U.S. Federal income taxes at the corporate level if it distributes at least ninety percent (90%) of its REIT ordinary taxable income to its stockholders, which it fully intends to do.

RESULTS OF OPERATIONS

Comparison of year ended December 31, 2001 to year ended December 31, 2000

For the year ended December 31, 2001, income before gain from property dispositions, net and minority interests increased by $1.5 million from $41.5 million to $43.0 million, when compared to the year ended December 31, 2000. The increase was due to increased revenues of $7.0 million while expenses increased by $5.5 million.

Income from property increased by $6.6 million from $132.4 million to $139.0 million, or 5.0 percent, due to rent increases and other community revenues ($6.5 million) and acquisitions ($4.4 million), offset by a revenue reduction of $4.3 million due to property dispositions.

Other income increased by $0.4 million from $14.1 million to $14.5 million due primarily to an increase in interest income ($1.3 million) offset by reductions in income from affiliate ($0.5 million) and other income ($0.4 million).

Property operating and maintenance expenses increased by $0.6 million from $28.6 million to $29.2 million, or 2.0 percent, representing general cost increases ($1.0 million) and acquisitions ($0.7 million), offset by an expense reduction of $1.1 million due to property dispositions.

Real estate taxes increased by $0.4 million from $9.1 million to $9.5 million, or 4.5 percent, due to the acquired communities ($0.2 million) and changes in certain assessments.

Property management expenses decreased by $0.2 million from $2.9 million to $2.7

million, representing 2.0 percent and 2.2 percent of income from property in 2001 and 2000, respectively.

General and administrative expenses increased by $0.5 million from $4.1 million to $4.6 million, representing 3.0 percent and 2.8 percent of total revenues in 2001 and 2000, respectively.

Interest expense increased by $1.4 million from $29.6 million to $31.0 million due primarily to financing additional investments in rental property offset by decreasing rates on variable rate debt.

Earnings before interest, taxes, depreciation and amortization ("EBITDA" an alternative financial performance measure that may not be comparable to similarly titled measures reported by other companies, defined as total revenues less property operating and maintenance, real estate taxes, property management and general and administrative expenses) increased by $5.7 million from $101.8 million to $107.5 million. EBITDA as a percent of revenues increased to 70.0 percent in 2001 compared to 69.5 percent in 2000.

Depreciation and amortization expense increased by $2.8 million from $30.7 million to $33.5 million due primarily to the net additional investments in rental properties.

Comparison of year ended December 31, 2000 to year ended December 31, 1999

For the year ended December 31, 2000, income before gain from property dispositions, net and minority interests increased by $4.9 million from $36.6 million to $41.5 million, when compared to the year ended December 31, 1999. The increase was due to increased revenues of $11.6 million while expenses increased by $6.7 million.

Income from property increased by $7.0 million from $125.4 million to $132.4 million, or 5.6 percent, due to rent increases and other community revenues ($5.3 million), acquisitions ($3.1 million), lease up of manufactured home sites ($2.2 million), offset by a revenue reduction of $3.6 million due to the sale of communities during 1999.

Other income increased by $4.6 million from $9.5 million to $14.1 million due primarily to an increase in interest income ($3.0 million) and other income ($2.7 million), offset by a $1.1 million reduction in income from affiliate.

Property operating and maintenance expenses increased by $1.3 million from $27.3 million to $28.6 million, or 4.7 percent, due primarily to acquisitions ($0.8 million).

Real estate taxes increased by $0.2 million from $8.9 million to $9.1 million, or 2.5 percent, due primarily to the acquired communities.

Property management expenses increased by $0.3 million from $2.6 million to $2.9 million, or 11.2 percent, representing 2.2 percent and 2.1 percent of income from property in 2000 and 1999, respectively.

General and administrative expenses increased by $0.4 million from $3.7 million to $4.1 million, or 10.8 percent, representing 2.8 percent and 2.7 percent of total revenues in 2000 and 1999, respectively.

Interest expense increased by $2.4 million from $27.3 million to $29.7 million due primarily to investments in rental property and notes receivable.

EBITDA increased by $9.4 million from $92.4 million to $101.8 million. EBITDA as a percent of revenues increased to 69.5 percent in 2000 compared to 68.5 percent in 1999.

Depreciation and amortization expense increased by $2.1 million from $28.6 million to $30.7 million due primarily to the acquisition and development/expansion of communities in 2000 and 1999.

SAME PROPERTY INFORMATION

The following table reflects property-level financial information as of and for the years ended December 31, 2001 and 2000. The "Same Property" data represents information regarding the operation of communities owned as of January 1, 2000 and December 31, 2001. Site, occupancy, and rent data for those communities is presented as of the last day of each period presented. The "Total Portfolio" column differentiates from the "Same Property" column by including financial information for managed but not owned communities, recreational vehicle communities, new development and acquisition communities.

	SAME PROPERTY (2)		TOTAL PORTFOLIO	
	2001	2000	2001	2000
	(in thousands)		(in thousands)	
Income from property	$105,311	$99,955	$139,022	$132,440
Property operating expenses:				
Property operating and maintenance	18,331	18,141	29,154	28,592
Real estate taxes	8,079	7,440	9,524	9,115
Property operating expenses	26,410	25,581	38,678	37,707
Property EBITDA	$ 78,901	$74,374	$100,344	$ 94,733
Number of properties	90	90	116	109
Developed sites	30,385	30,208	40,544	38,282
Occupied sites (1)	28,465	28,710	36,935	35,546
Occupancy % (1)	93.7%	95.0%	93.0%	95.0%
Weighted average monthly rent per site	$ 303	$ 290	$ 301	$ 288
Sites available for development	2,364	1,917	3,887	4,248
Sites planned for development in next year	257	190	613	659

(1) Occupancy % and weighted average rent relates to manufactured housing sites, excluding recreational vehicle sites.

(2) Includes 3 properties sold in December 2000.

On a same property basis, property revenues increased by $5.4 million from $99.9 million to $105.3 million, or 5.4 percent, due primarily to increases in rents and related charges including water and property tax pass through.

Property operating expenses increased by $0.8 million from $25.6 million to $26.4 million, or 3.2 percent, due to increased costs. Property EBITDA increased by $4.5 million from $74.4 million to $78.9 million, or 6.1 percent.

LIQUIDITY AND CAPITAL RESOURCES

The Company's principal liquidity demands have historically been, and are expected to continue to be, distributions to the Company's stockholders and the Operating Partnership's unitholders, property acquisitions, development and expansion of properties, capital improvements of properties and debt repayment.

The Company expects to meet its short-term liquidity requirements through its working capital provided by operating activities and its line of credit, as described below. The Company considers its ability to generate cash from operations (anticipated to be approximately $70 million) to be adequate to meet all operating requirements, including recurring capital improvements, routinely amortizing debt and other normally recurring expenditures of a capital nature, pay dividends to its stockholders to maintain qualification as a REIT in accordance with the Internal Revenue Code and make distributions to the Operating Partnership's unitholders.

The Company plans to invest approximately $25 to $30 million in developments consisting of expansions to existing communities and the new or continuing development of new communities. The Company expects to finance these investments by using net cash flows provided by operating activities and by drawing upon its line of credit.

Furthermore, the Company expects to invest in the range of $40 to $60 million in the acquisition of properties in 2002, depending upon market conditions. The Company plans to finance these investments by using net cash flows provided by operating activities and by drawing upon its line of credit.

Cash and cash equivalents decreased by $13.9 million to $4.6 million at December 31, 2001 compared to $18.5 million at December 31, 2000 because cash used in investing and financing activities exceeded cash provided by operating activities. Net cash provided by operating activities increased by $9.2 million to $65.9 million for the year ended December 31, 2001 compared to $56.7 million for the year ended December 31, 2000. This increase was primarily due to income before minority interests, depreciation and amortization and gain from property dispositions, net increasing by $4.0 million and other assets decreasing by $2.6 million, offset by accounts payable and other liabilities increasing by $2.5 million.

The Company's net cash flows provided by operating activities may be adversely impacted by, among other things: (a) the market and economic conditions in the Company's current markets generally, and specifically in metropolitan areas of the Company's current markets; (b) lower occupancy and rental rates of the Properties; (c) increased operating costs, including insurance premiums, real estate taxes and utilities, that cannot be passed on to the Company's tenants; and (d) decreased sales of manufactured homes. See "Factors that May Affect Future Results."

The Company's $150 million unsecured line of credit, which expires in January 2003, bears interest at the annual rate of LIBOR plus 1.0%. At December 31, 2001, the average interest rate of outstanding borrowings under the line of credit was 3.22%, $93 million was outstanding and $57 million was available to be drawn. The line of credit facility contains

various leverage, debt service coverage, net worth maintenance and other customary covenants all of which the Company was in compliance with at December 31, 2001.

The Company's primary long-term liquidity needs are principal payments on outstanding indebtedness. At December 31, 2001, the Company's outstanding contractual obligations were as follows:

		Payments Due By Period (in thousands)			
Contractual Cash Obligations(1)	Total Due	1 year	2-3 years	4-5 years	After 5 years
Line of credit	$93,000		$93,000		
Collateratized term loan	42,820	$ 614	1,365	$1,569	$39,272
Senior notes	285,000		85,000		200,000
Mortgage notes, other	48,333	857	2,719	7,986	36,771
Capitalized lease obligations	26,045	16,176	9,869		
Redeemable Preferred OP Units	43,958			3,564	40,394
	$539,156	$17,647	$191,953	$13,119	$316,437

(1) The Company is the guarantor of $23.2 million in personal bank loans which is not reflected in the balance sheet, maturing in 2004, made to the Company's directors, employees and consultants for the purpose of purchasing shares of Company common stock or Operating Partnership OP Units pursuant to the Company's Stock Purchase Plan. The Company is obligated under the Guaranty only in the event that one or more of the borrowers cannot repay their loan when due.

The Company anticipates meeting its long-term liquidity requirements, such as scheduled debt maturities, large property acquisitions and Operating Partnership unit redemptions, through the issuance of debt or equity securities, including equity units in the Operating Partnership, or from selective asset sales. Along with Origen LLC's other investors, the Company may be requested to make additional capital contributions to maintain its respective ownership interest. The Company has maintained investment grade ratings with Fitch ICBA, Moody's Investor Service and Standard & Poor's, which facilitates access to the senior unsecured debt market. Since 1993, the Company has raised, in the aggregate, $263.4 million from the sale of shares of its common stock, $84.2 from the sale of OP units in the Operating Partnership and $430 million from the issuance of secured and unsecured debt securities. In addition, at December 31, 2001, ninety-six of the Properties were unencumbered by debt, therefore, providing substantial financial flexibility. The ability of the Company to finance its long-term liquidity requirements in such manner will be affected by numerous economic factors affecting the manufactured housing community industry at the time, including the availability and cost of mortgage debt, the financial condition of the Company, the operating history of the Properties, the state of the debt and equity markets, and the general national, regional and local economic conditions. See "Factors that May Affect Future Results". If the Company is unable to obtain additional equity or debt financing on acceptable terms, the Company's business, results of operations and financial condition will be harmed.

The terms of the $35.8 million of the Operating Partnership's Preferred OP units were renegotiated effective December 31, 2001. The conversion price increased from $27 per unit to at

least $68 per unit and the coupon rate was decreased from nine percent (9%) to seven percent (7%) for the first two years followed by a variable rate ranging from 6.5% to 8.5% with mandatory redemption on January 2, 2014.

At December 31, 2001, the Company's debt to total market capitalization approximated 36.7 percent (assuming conversion of all Common OP Units to shares of common stock). The debt has a weighted average maturity of approximately 5.3 years and a weighted average interest rate of 6.6 percent.

Capital expenditures for the years ended December 31, 2001 and 2000 included recurring capital expenditures of $4.8 million and $4.6 million, respectively.

Net cash used in investing activities decreased by $34.3 million to $34.8 million from $69.1 million due to a $84.5 million increase in repayments from financing notes receivable, net offset by a $20.7 million increase in investment in and advances to affiliates, a $17.1 million decrease in proceeds related to property dispositions and a $12.5 million increase in rental property acquisition activities.

Net cash used in financing activities increased by $64.5 million to $44.9 million for the year ended December 31, 2001. This increase was primarily because of a $74.5 million increase in repayments on notes payable and $100 million reduced proceeds from notes payable offset by a $116.0 million increase in borrowings on the line of credit.

RATIO OF EARNINGS TO FIXED CHARGES

The Company's ratio of earnings to fixed charges for the years ended December 31, 2001, 2000, and 1999 was 1.83:1, 1.87:1, and 1.95:1 respectively.

INDUSTRY CONDITIONS

According to the Manufactured Housing Institute, the shipments of new manufactured homes has declined from 373,000 in 1998 to 193,000 in 2001. This decline was caused primarily by the tightening of credit standards in response to an increasing number of repossessions. Beginning in 1999, repossessions increased as unqualified borrowers defaulted on their manufactured home loans. Financing standards tightened significantly reducing demand at a time of excessive inventories. Exacerbating this excess supply was the competition of aggressively priced repossessed homes which further slowed new home sales.

The Company expects these conditions to work themselves back into equilibrium. New home shipments increased in October 2001 as compared to October 2000, representing the first such year to year monthly increase since March 1999. Fourth quarter 2001 shipments exceeded fourth quarter 2000 shipments and the trend has continued through January 2002 with no sign of inventory accumulation. Repossessions are expected to remain at high levels throughout most, if not all, of 2002.

These conditions adversely impact the sale of new homes by Sun Homes, which harms the Company's profitability. Furthermore, these conditions cause a slow-down in the leasing of the Company's communities, especially newly developed expansions and new communities, which in turn slows the development of new sites causing the Company to hold non-income

producing land inventory longer.

INFLATION

Most of the leases allow for periodic rent increases which provide the Company with the opportunity to achieve increases in rental income as each lease expires. Such types of leases generally minimize the risk of inflation to the Company.

SAFE HARBOR STATEMENT

This Form 10-K contains various "forward-looking statements" within the meaning of the Securities Act of 1933 and the Securities Exchange Act of 1934, and the Company intends that such forward-looking statements be subject to the safe harbors created thereby. The words "may", "will", "expect", "believe", "anticipate", "should", "estimate", and similar expressions identify forward-looking statements. These forward-looking statements reflect the Company's current views with respect to future events and financial performance, but are based upon current assumptions regarding the Company's operations, future results and prospects, and are subject to many uncertainties and factors relating to the Company's operations and business environment which may cause the actual results of the Company to be materially different from any future results expressed or implied by such forward-looking statements. Please see "Factors That May Affect Future Results" for a representative example of such uncertainties and factors. The Company undertakes no obligation to publicly update or revise any forward-looking statements whether as a result of new information, future events, or otherwise.

RECENT ACCOUNTING PRONOUNCEMENTS

In August 2001, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets." This Statement supersedes SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of," and the accounting and reporting provisions of APB Opinion No. 30, "Reporting the Results of Operations -- Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions," for the disposal of a segment of a business (as previously defined in that Opinion). The provisions of this SFAS 144 are effective for financial statements issued for fiscal years beginning after December 15, 2001, and interim periods within those fiscal years, with early application encouraged. The provisions of this standard are generally to be applied prospectively. The Company does not expect a material impact from the adoption of this standard.

In June 2001, the FASB approved SFAS No. 141, "Business Combinations and SFAS No. 142, "Goodwill and Other Intangible Assets." SFAS 141 requires, among other things, that the purchase method of accounting for business combinations be used for all business combinations initiated after September 30, 2001. SFAS 142 addresses the accounting for goodwill and other intangible assets subsequent to their acquisition. SFAS 142 requires, among other things, that goodwill and other indefinite-lived intangible assets no longer be amortized and that such assets be tested for impairment at least annually. SFAS 142 is effective for fiscal years beginning after December 15, 2001. The Company does not expect these pronouncements to have a material impact on its financial statements.

OTHER

Funds from operations ("FFO") is defined by the National Association of Real Estate Investment Trusts ("NAREIT") as "net income (computed in accordance with generally accepted accounting principles) excluding gains (or losses) from sales of property, plus rental property depreciation and amortization, and after adjustments for unconsolidated partnerships and joint ventures." Industry analysts consider FFO to be an appropriate supplemental measure of the operating performance of an equity REIT primarily because the computation of FFO excludes historical cost depreciation as an expense and thereby facilitates the comparison of REITs which have different cost bases in their assets. Historical cost accounting for real estate assets implicitly assumes that the value of real estate assets diminishes predictably over time, whereas real estate values have instead historically risen or fallen based upon market conditions. FFO does not represent cash flow from operations as defined by generally accepted accounting principles and is a supplemental measure of performance that does not replace net income as a measure of performance or net cash provided by operating activities as a measure of liquidity. In addition, FFO is not intended as a measure of a REIT's ability to meet debt principal repayments and other cash requirements, nor as a measure of working capital. The following table calculates FFO data for both basic and diluted purposes for the years ended December 31, 2001, 2000 and 1999 (in thousands):

	2001	2000	1999
Net income	$ 33,910	$ 33,294	$ 29,089
Deduct Gain from property dispositions, net	(4,275)	(4,801)	(829)
Add:			
Minority interest in earnings to common OP Unit holders	5,205	5,184	4,683
Depreciation and amortization, net of corporate office depreciation	33,246	30,393	28,310
Funds from operations - basic	68,086	64,070	61,253
Add distributions on Convertible preferred OP Units	--	--	2,505
Funds from operations - diluted	$ 68,086	$ 64,070	$ 63,758

	DECEMBER 31,		
	2001	2000	1999
Weighted average common shares and OP Units outstanding for basic per share/unit data	19,907	19,999	19,961
Dilutive securities:			
Stock options and awards	182	86	152
Convertible preferred OP Units	--	--	1,245
Weighted average common shares and OP Units outstanding for diluted per share/unit data	20,089	20,085	21,358

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

The Company's principal market risk exposure is interest rate risk. The Company does not hedge interest rate risk using financial instruments nor is the Company subject to foreign currency risk on its long-term debt, mortgage notes and other notes receivable. The Company's exposure to market risk for changes in interest rates relates primarily to refinancing long-term fixed rate obligations, the opportunity cost of fixed rate obligations in a falling interest rate environment and its variable rate line of credit. The Company primarily enters into debt obligations to support general corporate purposes including acquisitions, capital improvements and working capital needs.

The Company manages its exposure to interest rate risk on its variable rate indebtedness by borrowing on a short term basis under its line of credit until such time as it is able to retire the short term variable rate debt with a long term fixed rate debt offering on terms that are advantageous.

The Company's variable rate debt is limited to its $150 million line of credit ($93.0 million outstanding as of December 31, 2001) which bears interest at LIBOR plus 1.0 percent. If LIBOR increased or decreased by 1.0 percent during 2001 and 2000, the Company believes its interest expense would have increased or decreased by approximately $0.7 million and $0.5 million based on the $69.2 million and $49.9 million average balance outstanding under the Company's line of credit for the year ended December 31, 2001 and 2000, respectively.

Additionally, the Company has $49.0 million LIBOR based variable rate mortgage and other notes receivables at December 31, 2001. If LIBOR increased or decreased by 1.0 percent during 2001 and 2000, the Company believes interest income would have increased or decreased by approximately $0.8 million and $0.7 million based on the $79.5 million and $68.0 million average balance outstanding on all variable rate notes receivables for the year ended December 31, 2001 and 2000, respectively.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

Financial statements and supplementary data are filed herewith under Item 14.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

PART III

The information required by ITEMS 10, 11, 12 AND 13 will be included in the Company's proxy statement for its 2002 Annual Meeting of Shareholders, and is incorporated herein by reference.

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

(a) The following documents are filed herewith as part of this Form 10-K:

(1) A list of the financial statements required to be filed as a part of this Form 10-K is shown in the "Index to the Consolidated Financial Statements and Financial Statement Schedule" filed herewith.

(2) A list of the financial statement schedules required to be filed as a part of this Form 10-K is shown in the "Index to the Consolidated Financial Statements and Financial Statement Schedule" filed herewith.

(3) A list of the exhibits required by Item 601 of Regulation S-K to be filed as a part of this Form 10-K is shown on the "Exhibit Index" filed herewith.

(b) Reports on Form 8-K:

No Current Reports on Form 8-K were filed during the last fiscal quarter for the year ended December 31, 2001.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: March 27, 2002

SUN COMMUNITIES, INC.

By /s/ Gary A. Shiffman
Gary A. Shiffman, President

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

NAME	TITLE	DATE
/s/ Gary A. Shiffman Gary A. Shiffman	Chief Executive Officer, President and Chairman of the Board of Directors	March 27, 2002
/s/ Jeffrey P. Jorissen Jeffrey P. Jorissen	Senior Vice President, Chief Financial Officer, Treasurer, Secretary and Principal Accounting Officer	March 27, 2002
/s/ Paul D. Lapides Paul D. Lapides	Director	March 27, 2002
/s/ Ted. J. Simon Ted J. Simon	Director	March 27, 2002
/s/ Clunet R. Lewis Clunet R. Lewis	Director	March 27, 2002
/s/ Ronald L. Piasecki Ronald L. Piasecki	Director	March 27, 2002
/s/ Arthur A. Weiss Arthur A. Weiss	Director	March 27, 2002

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION	METHOD OF FILING
2.1	Form of Sun Communities, Inc.'s Common Stock Certificate	(1)
3.1	Amended and Restated Articles of Incorporation of Sun Communities, Inc	(1)
3.2	Bylaws of Sun Communities, Inc.	(3)
4.1	Indenture, dated as of April 24, 1996, among Sun Communities, Inc., Sun Communities Operating Limited Partnership (the "Operating Partnership") and Bankers Trust Company, as Trustee	(4)
4.2	Form of Note for the 2001 Notes	(4)
4.3	Form of Note for the 2003 Notes	(4)
4.4	First Supplemental Indenture, dated as of August 20, 1997, by and between the Operating Partnership and Bankers Trust Company, as Trustee	(9)
4.5	Form of Medium-Term Note (Floating Rate)	(9)
4.6	Form of Medium-Term Note (Fixed Rate)	(9)
4.7	Articles Supplementary of Board of Directors of Sun Communities, Inc. Designating a Series of Preferred Stock and Fixing Distribution and other Rights in such Series	(11)
4.8	Articles Supplementary of Board of Directors of Sun Communities, Inc. Designating a Series of Preferred Stock	(13)
10.1	Second Amended and Restated Agreement of Limited Partnership of Sun Communities Operating Limited Partnership	(8)
10.2	Second Amended and Restated 1993 Stock Option Plan	(12)
10.3	Amended and Restated 1993 Non-Employee Director Stock Option Plan	(8)
10.4	Form of Stock Option Agreement between Sun Communities, Inc. and certain directors, officers and other individuals#	(1)
10.5	Form of Non-Employee Director Stock Option Agreement between Sun Communities, Inc. and certain directors#	(5)
10.6	Employment Agreement between Sun Communities, Inc. and Gary A. Shiffman#	(8)
10.7	Senior Unsecured Line of Credit Agreement with Lehman Brothers Holdings Inc.	(9)
10.8	Amended and Restated Loan Agreement between Sun Communities Funding Limited Partnership and Lehman Brothers Holdings Inc.	(9)

EXHIBIT NUMBER	DESCRIPTION	METHOD OF FILING
10.9	Amended and Restated Loan Agreement among Miami Lakes Venture Associates, Sun Communities Funding Limited Partnership and Lehman Brothers Holdings Inc.	(9)
10.10	Form of Indemnification Agreement between each officer and director of Sun Communities, Inc. and Sun Communities, Inc.	(9)
10.11	Loan Agreement among the Operating Partnership, Sea Breeze Limited Partnership and High Point Associates, LP.	(9)
10.12	Option Agreement by and between the Operating Partnership and Sea Breeze Limited Partnership	(9)
10.13	Option Agreement by and between the Operating Partnership and High Point Associates, LP	(9)
10.14	$1,022,538.12 Promissory Note from Gary A. Shiffman to the Operating Partnership	(7)
10.15	$1,022,538.13 Promissory Note from Gary A. Shiffman to the Operating Partnership	(7)
10.16	$6,604,923.75 Promissory Note from Gary A. Shiffman to the Operating Partnership	(7)
10.17	Stock Pledge Agreement between Gary A. Shiffman and the Operating Partnership for 94,570 shares of Common Stock	(7)
10.18	Stock Pledge Agreement between Gary A. Shiffman and the Operating Partnership for 305,430 shares of Common Stock	(7)
10.19	$1,300,195.40 Promissory Note from Gary A. Shiffman to the Operating Partnership	(9)
10.20	$1,300,195.40 Promissory Note from Gary A. Shiffman to the Operating Partnership	(9)
10.21	Stock Pledge Agreement between Gary A. Shiffman and the Operating Partnership with respect to 80,000 shares of Common Stock	(9)
10.22	Employment Agreement between Sun Communities, Inc. and Jeffrey P. Jorissen#	(11)
10.23	Long Term Incentive Plan	(9)
10.24	Restricted Stock Award Agreement between Sun Communities, Inc. and Gary A. Shiffman, dated June 5, 1998#	(11)
10.25	Restricted Stock Award Agreement between Sun Communities, Inc. and Jeffrey P. Jorissen, dated June 5, 1998#	(11)
10.26	Restricted Stock Award Agreement between Sun. Communities, Inc. and Jonathan M. Colman, dated June 5, 1998#	(11)

EXHIBIT NUMBER	DESCRIPTION	METHOD OF FILING
10.27	Restricted Stock Award Agreement between Sun Communities, Inc. and Brian W. Fannon, dated June 5, 1998#	(11)
10.28	Sun Communities, Inc. 1998 Stock Purchase Plan#	(11)
10.29	Employment Agreement between Sun SHS, Inc. and Brian Fannon#	(11)
10.30	Facility and Guaranty Agreement among Sun Communities, Inc., the Operating Partnership, Certain Subsidiary Guarantors and First National Bank of Chicago, dated December 10, 1998	(11)
10.31	Rights Agreement between Sun Communities, Inc. and State Street Bank and Trust Company, dated April 24, 1998	(10)
10.32	Employment Agreement between Sun Communities, Inc. and Brian W. Fannon#	(11)
10.33	Contribution Agreement, dated as of September 29, 1999, by and among the Sun Communities, Inc., the Operating Partnership, Belcrest Realty Corporation and Belair Real Estate Corporation	(13)
10.34	One Hundred Third Amendment to Second Amended and Restated Limited Partnership Agreement of the Operating Partnership	(13)
10.35	One Hundred Eleventh Amendment to Second Amended and Restated Limited Partnership Agreement of the Operating Partnership	(16)
10.36	One Hundred Thirty-Sixth Amendment to Second Amended and Restated Limited Partnership Agreement of the Operating Partnership	(16)
10.37	One Hundred Forty-Fifth Amendment to Second Amended and Restated Limited Partnership Agreement of the Operating Partnership	(16)
10.38	Restricted Stock Award Agreement between Sun Communities, Inc. and Gary A. Shiffman, dated March 30, 2001	(16)
10.39	Restricted Stock Award Agreement between Sun Communities, Inc. and Jeffrey P. Jorissen, dated March 30, 2001	(16)
10.40	Restricted Stock Award Agreement between Sun Communities, Inc. and Jonathan M. Colman, dated March 30, 2001	(16)
10.41	Restricted Stock Award Agreement between Sun Communities, Inc. and Brian W. Fannon, dated March 30, 2001	(16)
10.42	Membership Pledge Agreement dated December 13, 1999 between Bingham Financial Services Corporation ("Bingham") and the Operating Partnership	(14)

EXHIBIT NUMBER	DESCRIPTION	METHOD OF FILING
10.43	Amended and Restated Security Agreement dated December 13, 1999 between Bingham and the Operating Partnership	(14)
10.44	Stock Pledge Agreement dated December 13, 1999 between Bingham and the Operating Partnership	(14)
10.45	Supplemental Agreement Regarding Assignment of Notes, Loan Agreements and Security Agreements as Collateral Security dated December 13, 1999 between Bingham and the Operating Partnership	(14)
10.46	Supplemental Agreement Regarding Assignment of Note, Loan Agreement and Security Agreement as Collateral Security dated December 13, 1999 between Bingham and the Operating Partnership	(15)
10.47	Supplemental Agreement Regarding Assignment of Note and Security Agreement as Collateral Security dated March 16, 2000 between Bingham and the Operating Partnership	(14)
10.48	Stock Pledge Agreement dated October 20, 2000 between Bingham and the Operating Partnership	(14)
10.49	Amendment to Amended and Restated Security Agreement dated October 20, 2000 between Bingham and the Operating Partnership	(14)
10.50	Supplemental Agreement Regarding Assignment of Notes, Loan Agreements and Security Agreements as Collateral Security dated December 13, 1999 between Bingham and the Operating Partnership.	(15)
10.51	Amended and Restated Subordinated Loan Agreement dated February 1, 2002 among the Operating Partnership, Origen Financial, Inc. and Origen Financial, L.L.C., amended by First Amendment to Amended and Restated Subordinated Loan Agreement dated March 22, 2002	(16)
10.52	Third Amended and Restated Promissory Note dated March 22, 2002 executed by Origen Financial, Inc. and Origen Financial, L.L.C. in favor of the Operating Partnership	(16)
10.53	Amended and Restated Security Agreement dated February 1, 2002 between the Operating Partnership and Origen Financial, Inc.	(16)
10.54	Amended and Restated Stock Pledge Agreement dated February 1, 2002 between Origen Financial, Inc. and the Operating Partnership	(16)

EXHIBIT NUMBER	DESCRIPTION	METHOD OF FILING
10.55	Amended and Restated Limited Liability Company Interest Security and Pledge Agreement dated February 1, 2002 between Origen Financial, Inc. and the Operating Partnership	(16)
10.56	Security Agreement dated February 1, 2002 between the Operating Partnership and Origen Financial, L.L.C.	(16)
10.57	Limited Liability Company Interest Security and Pledge Agreement dated February 1, 2002 between the Operating Partnership and Origen Financial, L.L.C.	(16)
10.58	Amended and Restated Guaranty made February 1, 2002 by Bingham in favor of the Operating Partnership	(16)
10.59	Investment Agreement dated July 20, 2001 between SUI TRS, Inc., Shiffman Family LLC, Bingham and Woodward Holdings, LLC, amended by Amendment to Investment Agreement dated August 13, 2001	(16)
10.60	Limited Liability Company Agreement of Origen Financial, L.L.C. dated December 18, 2001 by and among SUI TRS, Inc., Shiffman Family LLC, Bingham and Woodward Holdings LLC	(16)
10.61	Participation Agreement dated February 28, 2002 between the Operating Partnership and Woodward Holdings, LLC	(16)
12.1	Computation of Ratio of Earnings to Fixed Charges and Ratio Earnings to Combined Fixed Charges and Preferred Dividends	(16)
21	List of Subsidiaries of Sun Communities, Inc.	(16)
23	Consent of PricewaterhouseCoopers LLP, independent accountants	(16)

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(1) Incorporated by reference to Sun Communities, Inc.'s Registration Statement No. 33-69340.

(2) Incorporated by reference to Sun Communities, Inc.'s Current Report en Form 8-K dated March 20, 1996.

(3) Incorporated by reference to Sun Communities, Inc.'s Annual Report on Form 10-K for the year ended December 31, 1995.

(4) Incorporated by reference to Sun Communities, Inc.'s Current Report on Form 8-K dated April 24, 1996.

(5) Incorporated by reference to Sun Communities, Inc.'s Registration Statement No. 33-80972.

(6) Incorporated by reference to Sun Communities, Inc.'s Annual Report on Form 10-K for the year ended December 31, 1994.

(7) Incorporated by reference to Sun Communities, Inc.'s Quarterly Report on Form 10-K for the quarter ended September 30, 1995.

(8) Incorporated by reference to Sun Communities, Inc.'s Annual Report on Form 10-K for the year ended December 31, 1996.

(9) Incorporated by reference to Sun Communities, Inc.'s Annual Report on Form 10-K for the year ended December 31, 1997.

(10) Incorporated by reference to Sun Communities, Inc.'s Current Report on Form 8-K dated April 24,1998.

(11) Incorporated by reference to Sun Communities, Inc.'s Annual Report on Form 10-K for the year ended December 31, 1998.

(12) Incorporated by reference to Sun Communities, Inc.'s Proxy Statement, dated April 20, 1999

(13) Incorporated by reference to Sun Communities, Inc.'s Current Report on Form 8-K dated October 14, 1999.

(14) Incorporated by reference to Sun Communities, Inc.'s Registration Statement on Form S-3, Amendment No. 1, No. 333-54718.

(15) Incorporated by reference to Sun Communities Operating Limited Partnership's Annual Report on Form 10-K for the year ended December 31, 2000, No. 333-2522-01.

(16) Filed herewith.

Management contract or compensatory plan or arrangement required to be identified by Form 10-K Item 14.

SUN COMMUNITIES, INC.
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REPORT OF INDEPENDENT ACCOUNTANTS

To the Board of Directors and Shareholders of
Sun Communities, Inc.:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of income, stockholders' equity and of cash flows present fairly, in all material respects, the financial position of Sun Communities, Inc. and subsidiaries (the "Company") at December 31, 2001 and December 31, 2000, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2001, in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule referred to in the index appearing under Item 14(a)(2) presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. These financial statements and financial statement schedule are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States of America, which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

PricewaterhouseCoopers LLP

Detroit, Michigan
February 19, 2002

SUN COMMUNITIES, INC.
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2001 AND 2000
(AMOUNTS IN THOUSANDS EXCEPT FOR PER SHARE DATA)

ASSETS	2001	2000
Investment in rental property, net	$ 813,334	$ 751,820
Cash and cash equivalents	4,587	18,466
Notes and other receivables	105,393	156,349
Investment in and advances to affiliates	38,856	7,930
Other assets	32,279	32,063
Total assets	$ 994,449	$ 966,628
LIABILITIES AND STOCKHOLDERS' EQUITY		
Liabilities:		
Line of credit	$ 93,000	$ 12,000
Debt	402,198	452,508
Accounts payable and accrued expenses	17,683	16,304
Deposits and other liabilities	8,929	8,839
Total liabilities	521,810	489,651
Minority interests	142,998	140,943
Stockholders' equity:		
Preferred stock, $.01 par value, 10,000 shares authorized, none issued	--	--
Common stock, $.01 par value, 100,000 shares authorized, 17,763 and 17,516 issued and outstanding in 2001 and 2000, respectively	178	175
Paid-in capital	399,789	393,771
Officers' notes	(11,004)	(11,257)
Unearned compensation	(6,999)	(4,746)
Distributions in excess of accumulated earnings	(45,939)	(41,688)
Treasury stock, at cost, 201 and 7 shares in 2001 and 2000, respectively	(6,384)	(221)
Total stockholders' equity	329,641	336,034
Total liabilities and stockholders' equity	$ 994,449	$ 966,628

The accompanying notes are an integral part of the consolidated financial statements.

SUN COMMUNITIES, INC.
CONSOLIDATED STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2001, 2000 AND 1999
(AMOUNTS IN THOUSANDS EXCEPT FOR PER SHARE DATA)

	2001	2000	1999
REVENUES			
Income from property	$139,022	$132,440	$125,424
Other income	14,532	14,105	9,530
Total revenues	153,554	146,545	134,954
EXPENSES			
Property operating and maintenance	29,154	28,592	27,300
Real estate taxes	9,524	9,115	8,888
Property management	2,746	2,934	2,638
General and administrative	4,627	4,079	3,682
Depreciation and amortization	33,516	30,671	28,551
Interest	31,016	29,651	27,289
Total expenses	110,583	105,042	98,348
Income before gain from property dispositions, net and minority interests	42,971	41,503	36,606
Gain from property dispositions, net	4,275	4,801	829
Income before minority interests	47,246	46,304	37,435
Less income allocated to minority interests:			
Preferred OP Units	8,131	7,826	3,663
Common OP Units	5,205	5,184	4,683
Net income	$ 33,910	$ 33,294	$ 29,089
Earnings per common share:			
Basic	$ 1.96	$ 1.92	$ 1.69
Diluted	$ 1.94	$ 1.91	$ 1.68
Weighted average common shares outstanding:			
Basic	17,258	17,304	17,191
Diluted	17,440	17,390	17,343

The accompanying notes are an integral part of the consolidated financial statements.

SUN COMMUNITIES, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2001, 2000 AND 1999
(AMOUNTS IN THOUSANDS EXCEPT FOR PER SHARE DATA)

	Common Stock	Paid in Capital	Unearned Compensation	Distribution in Excess of Earnings	Treasury Stock
Balance, January 1, 1999	$ 172	$389,448	$ (5,302)	$ (32,345)	
Issuance of common stock, net	2	1,595	(157)		
Reclassification and conversion of minority interests		2,317			
Net income				29,089	
Cash distributions declared of $2.02 per share				(35,009)	
Balance, December 31, 1999	174	393,360	(5,459)	(38,265)	
Issuance of common stock, net	1	445			
Amortization			713		
Treasury stock purchased, 7 shares					$ (221)
Reclassification and conversion of minority interests		(34)			
Net income				33,294	
Cash distributions declared of $2.10 per share				(36,717)	
Balance, December 31, 2000	175	393,771	(4,746)	(41,688)	(221)
Issuance of common stock, net	3	4,077	(3,188)		
Amortization			935		
Treasury stock purchased, 194 shares					(6,163)
Reclassification and conversion of minority interests		1,941			
Net income				33,910	
Cash distributions declared of $2.18 per share				(38,161)	
Balance, December 31, 2001	$ 178	$399,789	$ (6,999)	$ (45,939)	$(6,384)

The accompanying notes are an integral part of the consolidated financial statements.

SUN COMMUNITIES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2001, 2000 AND 1999
(AMOUNTS IN THOUSANDS)

	2001	2000	1999
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$ 33,910	$ 33,294	$ 29,089
Adjustments to reconcile net income to cash provided by operating activities:			
Income allocated to minority interests	5,205	5,184	4,683
Gain from property dispositions, net	(4,275)	(4,801)	(1,781)
Depreciation and amortization	33,516	30,671	28,551
Amortization of deferred financing costs	1,065	943	865
Increase in other assets	(4,879)	(7,480)	(9,329)
Increase (decrease) in accounts payable and other liabilities	1,329	(1,133)	1,616
Net cash provided by operating activities	65,871	56,678	53,694
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment in rental properties	(70,331)	(57,832)	(67,588)
Proceeds related to property dispositions	17,331	34,460	36,720
Investment in notes receivable, net	37,968	(46,577)	(52,218)
Investment in and advances to affiliates	(20,056)	675	2,854
Officers' notes	253	195	157
Net cash used in investing activities	(34,835)	(69,079)	(80,075)
CASH FLOWS FROM FINANCING ACTIVITIES			
Net proceeds from issuance of common stock and operating partnership units, net	809	430	51,019
Treasury stock purchases	(6,163)	(221)	--
Borrowings (repayments) on line of credit, net	81,000	(35,000)	21,000
Proceeds from notes payable and other debt	--	100,000	--
Repayments on notes payable and other debt	(76,599)	(2,056)	(1,741)
Payments for deferred financing costs	--	(1,242)	(1,533)
Distributions	(43,962)	(42,374)	(40,622)
Net cash provided by (used in) financing activities	(44,915)	19,537	28,123
Net increase (decrease) in cash and cash equivalents	(13,879)	7,136	1,742
Cash and cash equivalents, beginning of year	18,466	11,330	9,588
Cash and cash equivalents, end of year	$ 4,587	$ 18,466	$ 11,330
SUPPLEMENTAL INFORMATION			
Cash paid for interest including capitalized amounts of $3,704 $3,148 and $2,230 in 2001, 2000 and 1999, respectively	$ 34,048	$ 31,882	$ 28,422
Noncash investing and financing activities:			
Debt assumed for rental properties	26,289	--	10,445
Capitalized lease obligations for rental properties .	--	--	10,605
Property acquired through the exchange of similar property	--	--	7,700
Common stock issued as unearned compensation, net	3,188	--	720
Property acquired (sold) in satisfaction of note receivable	1,338	(8,614)	4,400
Issuance of partnership units for rental properties .	4,612	3,564	--
Notes receivable reclassified to advances to affiliate	11,210	--	--

The accompanying notes are an integral part of the consolidated financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

a. BUSINESS: Sun Communities, Inc. (the "Company") is a real estate investment trust ("REIT") which owns and operates or finances 116 manufactured housing communities located in 15 states concentrated principally in the Midwest and Southeast comprising approximately 40,544 developed sites and approximately 4,385 sites suitable for development.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

b. PRINCIPLES OF CONSOLIDATION: The accompanying financial statements include the accounts of the Company and all majority-owned and controlled subsidiaries including Sun Communities Operating Limited Partnership (the "Operating Partnership"). The minority interests include Common Operating Partnership Units ("OP Units") which are convertible into an equivalent number of shares of the Company's common stock. Such conversion would have no effect on earnings per share since the allocation of earnings to an OP Unit is equivalent to earnings allocated to a share of common stock. Of the 20.2 million OP Units outstanding at December 31, 2001, the Company owns 17.6 million or 87.1 percent. The minority interests are adjusted to their relative ownership interest whenever OP Units or common stock are issued, converted or retired by reclassification to/from paid-in capital.

Included in minority interests at December 31, 2001 and 2000 are 2 million Series A Perpetual Preferred OP Units ("PPOP Units") issued at $25 per unit in September 1999 bearing an annual coupon rate of 8.875 percent. The PPOP Units may be called by the Company at par on or after September 29, 2004, have no stated maturity or mandatory redemption and are convertible into preferred stock under certain circumstances.

The terms of the 1.3 million Preferred OP Units ("POP Units") also included in minority interests and issued at $27 were renegotiated effective December 31, 2001. The conversion price increased to at least $68 per unit and the annual coupon rate was decreased from 9.0 percent to 7.0 percent for the first two years followed by a variable rate ranging from 6.5 percent to 8.5 percent with mandatory redemption on January 2, 2014.

An additional $8.2 million of POP units are included in minority interests at December 31, 2001 with dividends at rates ranging from 6.85 percent to 9.19 percent and maturing between 2003 and 2012.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

c. RENTAL PROPERTY: Rental property is recorded at cost, less accumulated depreciation. Management evaluates the recoverability of its investment in rental property whenever events or changes in circumstances such as recent operating results, expected net operating cash flow and plans for future operations indicate that full asset recoverability is questionable. Recoverability of these assets is measured by a comparison of the carrying amount of such assets to the future undiscounted net cash flows expected to be generated by the assets. If such assets were deemed to be impaired as a result of this measurement, the impairment that would be recognized is measured by the amount by which the carrying amount of the asset exceeds the fair value of the asset as determined on a discounted net cash flow basis.

In August 2001, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets." The provisions of this SFAS 144 are effective for financial statements issued for fiscal years beginning after December 15, 2001. The Company does not expect a material impact from the adoption of this standard.

Depreciation is computed on a straight-line basis over the estimated useful lives of the assets. Useful lives are 30 years for land improvements and buildings and 7 to 15 years for furniture, fixtures and equipment.

Expenditures for ordinary maintenance and repairs are charged to operations as incurred and significant renovations and improvements, which improve and/or extend the useful life of the asset, are capitalized and depreciated over their estimated useful lives. Construction costs related to new community or expansion sites development including interest are capitalized until the property is substantially complete.

d. CASH AND CASH EQUIVALENTS: The Company considers all highly liquid investments with an initial maturity of three months or less to be cash and cash equivalents.

e. NOTES RECEIVABLE: The Company evaluates the recoverability of its notes receivable whenever events occur or there are changes in circumstances such that management believes it is probable that it will be unable to collect all amounts due according to the contractual terms of the loan agreement. The loan is then measured based on the present value of the expected future cash flow discounted at the loan's effective interest rate or the fair value of the collateral if the loan is collateral dependent.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

f. INVESTMENTS IN AND ADVANCES TO AFFILIATES: Sun Home Services ("SHS") provides home sales and other services to current and prospective tenants. Through the Operating Partnership, the Company owns one hundred percent (100%) of the outstanding preferred stock of SHS, is entitled to ninety-five percent (95%) of the operating cash flow, and accounts for its investment utilizing the equity method of accounting. The common stock is owned by one officer of the Company and the estate of a former officer of the Company who collectively are entitled to receive five percent (5%) of the operating cash flow.

Bingham Financial Services Corporation ("BFSC") was formed by Sun in 1997 in response to demand for financing from purchasers and residents in the Company's communities. As BFSC's business developed, its objectives and opportunities expanded and the Company concluded that its business could be operated and grown more effectively as a separate public entity. BFSC's initial public offering occurred in November 1997. The Company has continued to provide financial support to BFSC. In December 2001, the Company, through SHS, made a $15 million equity investment in a newly formed company Origen Financial, L.L.C., that will merge with Origen Financial, Inc., subsidiary of BFSC, as part of the recapitalization of BFSC. As a result of this equity investment, the Company will own approximately a thirty percent (30%) interest in the surviving company ("Origen"), which company will hold all of the operating assets of BFSC and its subsidiaries. BFSC owns approximately a twenty percent (20%) interest in Origen and the Company (together with the other investors in Origen) has the right to purchase its pro-rata share of BFSC's interest in Origen at fair value as determined by an independent nationally recognized investment banking firm's application of generally accepted valuation methodologies at any time between the third and fifth anniversaries of the closing date of the Company's investment in Origen. Coincident with the recapitalization of BFSC, Gary A. Shiffman, Sun's Chairman, Chief Executive Officer and President, invested on behalf of himself and his family $5 million in Origen and holds approximately a ten percent (10%) interest in Origen. An unrelated third party also invested $20 million all on the same terms as the Company and Mr. Shiffman. Mr. Shiffman and Arthur A. Weiss, the Company's legal counsel, are directors of BFSC and Sun and Mr. Shiffman currently serves as Chairman of both companies.

Additionally, the Company (together with the unrelated third party) provides financing to Origen and is subject to the risks of being a lender. These risks include the risks relating to borrower delinquency and default and the adequacy of the collateral for such loans. This financing consists of a $21.25 million standby line of credit of which the Company's commitment is $12.5 million ($11.2 million was outstanding as of December 31, 2001), bearing interest at a per annum rate equal to 700 basis points over LIBOR, with a minimum interest rate of 11 percent and a maximum interest rate of 15 percent. This line of credit is collateralized by a security interest in Origen's assets, which is subordinate in all respects to all institutional indebtedness of Origen, and a guaranty and pledge of assets by Bingham. Under the participation agreement, each lender participates pari passu in all proceeds from the line of credit, provided that, if additional funds in excess of $17.5 million are loaned to Origen and both lenders do not participate therein, such additional amounts funded will be subordinate in all respects to all indebtedness of Origen in which both lenders have participated.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

f. INVESTMENTS IN AND ADVANCES TO AFFILIATES (CONTINUED):

Summarized combined financial information of the Company's equity investments presented before elimination of intercompany transactions follows:

	2001	2000
Loans receivable, net	$ 127,412	$ --
SHS assets	35,545	14,364
Other assets	30,580	--
Total assets	$ 193,537	$ 14,364
Advances under repurchase agreements	$ 105,564	$ --
Debt payable to the Company	39,729	7,242
Other liabilities	29,592	7,657
Total liabilities	174,885	14,899
Equity (deficit)	18,652	(535)
Total liabilities and equity	$ 193,537	$ 14,364
Revenues	$ 27,731(1)	$ 24,500
Expenses	28,788(1)	25,539
Net loss	$ (1,057)	$ (1,039)

(1) Includes Origen's financial data for the period from December 19, 2001 to December 31, 2001.

g. REVENUE RECOGNITION: Rental income attributable to leases is recorded on a straight-line basis when earned from tenants. Leases entered into by tenants generally range from month-to-month to one year and are renewable by mutual agreement of the Company and resident or, in some cases, as provided by state statute.

h. FAIR VALUE OF FINANCIAL INSTRUMENTS: The carrying value of financial instruments which includes cash and cash investments, mortgages and notes receivable and debt approximates fair value. Fair values have been determined through information obtained from market sources and management estimates.

i. RECLASSIFICATIONS: Certain 2000 and 1999 amounts have been reclassified to conform with the 2001 financial statement presentation. Such reclassifications had no effect on results of operations as originally presented.

2. RENTAL PROPERTY (AMOUNTS IN THOUSANDS):

	AT DECEMBER 31	
	2001	2000
Land	$ 82,326	$ 76,120
Land improvements and buildings	818,043	739,858
Furniture, fixtures, and equipment	20,700	17,498
Land held for future development	16,810	12,042
Property under development	15,777	21,859
	953,656	867,377
Less accumulated depreciation	(140,322)	(115,557)
	$813,334	$751,820

Land improvements and buildings consist primarily of infrastructure, roads, landscaping, clubhouses, maintenance buildings and amenities. Included in rental property at December 31, 2001 and 2000 are net carrying amounts related to capitalized leases of $28.6 million and $39.7 million, respectively.

During 2001, the Company acquired five communities comprising 2,332 developed sites for $55.8 million and two development communities comprising 1,273 sites, for $4.3 million. During 2000, the Company acquired three manufactured housing communities comprising 659 developed sites for $21.1 million. These transactions have been accounted for as purchases, and the statements of income include the operations of the acquired communities from the dates of their respective acquisitions. As of December 31, 2001, in conjunction with a 1993 acquisition, the Company is obligated to issue $8.2 million of OP Units through 2009 based on the per share market value of the Company's stock on the issuance date. This obligation was accounted for as part of the purchase price of the original acquisition.

3. NOTES AND OTHER RECEIVABLES (AMOUNTS IN THOUSANDS):

	AT DECEMBER 31	
	2001	2000
Mortgage and other notes receivable, primarily with minimum monthly interest payments at LIBOR based floating rates of approximately LIBOR + 3.0%, maturing at various dates from January 2002 through June 2012, substantially collateralized by manufactured home communities	$ 77,424	$ 71,775
Installment loans on manufactured homes with interest payable monthly at a weighted average interest rate and maturity of 8.5% and 20 years, respectively	13,474	32,426
Other receivables	14,495	12,299
BFSC related receivables	--	39,849
	$105,393	$156,349

At December 31, 2001, the maturities of mortgage notes and other receivables are approximately as follows: 2002 - $40.7 million; 2003 - $13.1 million; 2004 - $3.5 million; 2005 and after - $20.1 million.

Officers' notes, presented as a reduction to stockholders' equity in the balance sheet, are 10 year, LIBOR + 1.75% notes, with a minimum and maximum interest rate of 6% and 9%, respectively, collateralized by 364,206 shares of the Company's common stock and 127,794 OP Units with substantial personal recourse. Interest income of $0.9 million, $0.9 million and $0.8 million has been recognized in 2001, 2000 and 1999, respectively.

4. DEBT (AMOUNTS IN THOUSANDS):

	AT DECEMBER 31	
	2001	2000
Collateralized term loan, interest at 7.01%, due September 9, 2007	$ 42,820	$ 43,393
Senior notes, interest at 7.625%, due May 1, 2003	85,000	85,000
Senior notes, interest at 6.97%, due December 3, 2007	35,000	35,000
Senior notes, interest at 8.20%, due August 15, 2008	100,000	100,000
Senior notes, interest at 6.77%, due May 14, 2015, callable/redeemable May 16, 2005	65,000	65,000
Senior notes, interest at 7.375%, paid in May 1, 2001	--	65,000
Capitalized lease obligations, interest at 6.1%, due through December 2003	26,045	36,009
Mortgage notes, other	48,333	23,106
	$402,198	$452,508

The Company has a $150 million unsecured line of credit at LIBOR plus 1.0% maturing in January 2003, of which $57 million was available at December 31, 2001. The average interest rate of outstanding borrowings at December 31, 2001 was 3.22%.

The term loan is collateralized by seven communities comprising approximately 3,400 sites. The capitalized lease obligations and mortgage notes are collateralized by eleven communities comprising approximately 4,440 sites. At the lease expiration date of the capitalized leases the Company has the right and intends to purchase the properties for the amount of the then outstanding lease obligation. Annual payments under these capitalized lease obligations are $2.1 million in 2002 and $0.8 million in 2003.

At December 31, 2001, the maturities of debt, excluding the line of credit, during the next five years are approximately as follows: 2002 - $17.6 million; 2003 - $86.7 million; 2004 - $12.2 million; 2005 - $1.6 million; and 2006 - $7.9 million.

The Company is the guarantor of $23.2 million in personal bank loans maturing in 2004, made to directors, employees and consultants to purchase Company common stock and OP Units pursuant to the Company's Stock Purchase Plan. No compensation expense was recognized in respect to the guarantees as the fair value thereof was not material nor have there been any defaults.

5. STOCK OPTIONS):

Data pertaining to stock option plans are as follows:

	2001	2000	1999
Options outstanding, January 1 .	1,109,250	1,121,000	1,055,600
Options granted	137,900	17,500	102,000
Option price	$27.03-$32.81	$35.37	$30.03-$32.96
Options exercised	59,773	16,667	35,099
Option price	$22.75-$33.75	$28.64-$30.03	$22.75-$33.75
Options forfeited	96,583	12,583	1,501
Option price	$27.03-$33.82	$30.03-$33.75	$33.75
Options outstanding, December 31	1,090,794(a)	1,109,250	1,121,000
Option price	$20-$35.39	$20-$35.39	$20-$35.39
Options exercisable, December 31	823,227(a)	827,329	709,811

(a) There are 365,675 and 279,409 options outstanding and exercisable, respectively, which range from $20.00 - $27.99 with a weighted average life of 5.1 years related to the outstanding options. The weighted average exercise price for these outstanding and exercisable options is $24.33 and $23.50, respectively. There are 725,119 and 543,868 options outstanding and exercisable, respectively, which range from $28.00 - $35.39 with a weighted average life of 4.3 years related to the outstanding options. The weighted average exercise price for these outstanding and exercisable options is $30.89 and $30.24, respectively.

At December 31, 2001, 369,764 shares of common stock were available for the granting of options. Stock option plans originally provided for the grant of up to 2,117,000 options. Options are granted at fair value and generally vest over a two-year period and may be exercised for 10 years after date of grant. In addition, the Company established a Long-Term Incentive Plan in 1997 for certain employees granting 168,000 options, which become exercisable in equal installments in 2002-2004.

The Company has opted to measure compensation cost utilizing the intrinsic value method. The fair value of each option grant was estimated as of the date of grant using the Black-Scholes option-pricing model with the following assumptions for options granted:

	2001	2000	1999
Estimated fair value per share of options granted during year	$ 6.19	$ 2.43	$ 2.43
Assumptions:			
Annualized dividend yield	5.9%	7.1%	7.1%
Common stock price volatility	16.4%	15.3%	15.3%
Risk-free rate of return	5.3%	6.4%	6.4%
Expected option term (in years)	4	6	6

If compensation cost for stock option grants had been recognized based on the fair value at the grant date, this would have resulted in net income of $33.6 million, $33.1 million and $28.8 million and basic net income per share of $1.95, $1.91and $1.68 in 2001, 2000 and 1999, respectively.

6. STOCKHOLDERS' EQUITY:

In April 1998, the Company declared a dividend of one Preferred Stock Purchase Right (Right) for each outstanding share of common stock. The Rights are not presently exercisable. Each Right entitles the holder, upon the occurrence of certain specified events, including a material change in the ownership of the Company, to purchase preferred stock and common stock, from the Company and/or from another person into which the Company is merged or which acquires control of the Company.

The Rights, which were not given dividend accounting recognition due to the amount involved, may be generally redeemed by the Company at a price of $0.01 per Right or $0.2 million in total. The Rights expire on June 8, 2008.

In March 2001 and December 1999, the Company issued additional restricted stock awards of 99,422 at $33.00 per share and 24,750 at $30.00 per share respectively, to officers and certain employees which are being amortized over their five to ten year vesting period. Compensation cost recognized in income for all restricted stock awards was $0.9 million, $0.7 million and $0.6 million in 2001, 2000 and 1999, respectively.

7. OTHER INCOME (AMOUNTS IN THOUSANDS):

The components of other income are as follows for the years ended December 31, 2001, 2000 and 1999:

	2001	2000	1999
Interest income	$10,706	$ 9,385	$6,345
Income from affiliate	131	607	1,726
Other income	3,695	4,113	1,459
	$14,532	$14,105	$9,530

8. INCOME TAXES (AMOUNTS IN THOUSANDS):

The Company has elected to be taxed as a real estate investment trust ("REIT") as defined under Section 856(c) of the Internal Revenue Code of 1986, as amended. In order for the Company to qualify as a REIT, at least ninety-five percent (95%) of the Company's gross income in any year must be derived from qualifying sources.

As a REIT, the Company generally will not be subject to U.S. Federal income taxes at the corporate level if it distributes at least ninety percent (90%) of its REIT ordinary taxable income to its stockholders. REIT's are also subject to a number of other organizational and operational requirements. If the Company fails to qualify as a REIT in any taxable year, its taxable income will be subject to U.S. Federal income tax at regular corporate rates (including any applicable alternative minimum tax). Even if the Company qualifies as a REIT, it may be subject to certain state and local income taxes and to U.S. Federal income and excise taxes on its undistributed income.

8. INCOME TAXES (CONTINUED)(AMOUNTS IN THOUSANDS):

Dividend payout on taxable income available to common stockholders:

	2001	2000	1999
Taxable income available to common stockholders	$ 13,149	$ 14,683	$ 14,681
Less tax gain on disposition of properties	(175)	(13)	(5,943)
Taxable operating income available to common stockholders	$ 12,974	$ 14,670	$ 8,738
Total dividends paid to common stockholders	$ 38,161	$ 36,717	$ 35,009

For income tax purposes, distributions paid to common stockholders consist of ordinary income, capital gains, and return of capital. For the years ended December 31, 2001, 2000 and 1999, distributions paid per share were taxable as follows:

	2001		2000		1999	
	AMOUNT	PERCENTAGE	AMOUNT	PERCENTAGE	AMOUNT	PERCENTAGE
Ordinary income	$ 1.38	63.1%	$ 1.30	62.0%	$ 1.29	64.0%
Return of capital	.80	36.9	.80	38.0	.39	19.4
Capital gains	--	--	--	--	.28	13.6
Unrecaptured SEC. 1250 gain	--	--	--	--	.06	3.0
	$ 2.18	100.0%	$ 2.10	100.0%	$ 2.02	100.0%

9. EARNINGS PER SHARE (AMOUNTS IN THOUSANDS):

	2001	2000	1999
Earnings used for basic and diluted earnings per share computation	$33,910	$33,294	$29,089
Total shares used for basic earnings per share	17,258	17,304	17,191
Dilutive securities:			
Stock options and other	182	86	152
Total weighted average shares used for diluted earnings per share computation	17,440	17,390	17,343

Diluted earnings per share reflect the potential dilution that would occur if dilutive securities were exercised or converted into common stock.

10. QUARTERLY FINANCIAL DATA (UNAUDITED):

The following unaudited quarterly amounts are in thousands, except for per share amounts:

	FIRST QUARTER MARCH 31	SECOND QUARTER JUNE 30	THIRD QUARTER SEPT. 30	FOURTH QUARTER DEC. 31
2001				
Total revenues	$39,091	$38,148	$38,309	$38,006
Operating income (a)	$27,498	$26,987	$26,553	$26,465
Income before other, net and allocation to minority interests	$11,264	$10,885	$11,149	$ 9,673
Net income (b)	$11,104	$ 8,320	$ 7,877	$ 6,609
Weighted average common shares outstanding	17,365	17,203	17,210	17,256
Earnings per common share-basic	$ 0.64	$ 0.48	$ 0.46	$ 0.38

	FIRST QUARTER MARCH 31	SECOND QUARTER JUNE 30	THIRD QUARTER SEPT. 30	FOURTH QUARTER DEC. 31
2000				
Total revenues	$36,033	$36,064	$37,013	$37,435
Operating income (a)	$24,823	$25,380	$25,549	$26,073
Income before other, net and allocation to minority interests	$10,430	$10,396	$10,200	$10,477
Net income (b)	$ 7,357	$ 7,305	$11,117	$ 7,515
Weighted average common shares outstanding	17,286	17,310	17,312	17,308
Earnings per common share-basic	$ 0.43	$ 0.42	$ 0.64	$ 0.43

(a) Operating income is defined as total revenues less property operating and maintenance expense, real estate tax expense, property management and general and administrative expenses. Operating income is a measure of the performance of the operations of the properties before the effects of depreciation, amortization and interest expense. Operating income is not necessarily an indication of the performance of the Company or a measure of liquidity.

(b) Net income includes net gains on the disposition of properties of $3,517 in the first quarter of 2001, $758 in the second quarter of 2001, $4,619 in the third quarter of 2000 and $182 in the fourth quarter of 2000.

SUN COMMUNITIES, INC.
REAL ESTATE AND ACCUMULATED DEPRECIATION, CONTINUED SCHEDULE III
DECEMBER 31, 2001

(AMOUNT IN THOUSANDS)

PROPERTY NAME	LOCATION	ENCUMBRANCE	INITIAL COST TO COMPANY		COST CAPITALIZED SUBSEQUENT TO ACQUISITION IMPROVEMENTS	
			LAND	BUILDING AND FIXTURES	LAND	BUILDING AND FIXTURES
Academy/Westpoint	Canton, MI	-	$ 1,485	$ 14,278	-	$ 34
Allendale	Allendale, MI	-	372	3,684	-	3,542
Alpine	Grand Rapids, MI	-	729	6,692	-	3,431
Apple Creek	Amelia, OH	(3)	543	5,480	-	70
Arbor Terrace	Brandenton, FL	-	481	4,410	-	275
Ariana Village	Lakeland, FL	-	240	2,195	-	467
Autumn Ridge	Ankeny, IO	-	890	8,054	-	776
Bedford Hills	Battle Creek, MI	(1)	1,265	11,562	-	385
Bell Crossing	Clarksville, TN	-	717	1,916	-	2,796
Bonita Lake	Bonita Springs, FL	-	285	2,641	-	166
Boulder Ridge	Pflugerville, TX	-	1,000	500	$ 3,324	11,890
Branch Creek	Austin, TX	-	796	3,716	-	4,419
Brentwood	Kentwood, MI	-	385	3,592	-	214
Byrne Hill Village	Toledo, OH	-	383	3,903	-	168
Brookside Village	Goshen, IN	-	260	1,080	386	7,236
Buttonwood Bay	Sebring, IN	13,789(8)	1,952	18,294	-	-
Byron Center	Byron Center, MI	-	253	2,402	-	143
Country Acres	Cadillac, MI	-	380	3,495	-	220
Candlewick Court	Owosso, MI	-	125	1,900	132	1,026
Carrington Pointe	Ft. Wayne, IN	-	1,076	3,632	-	3,787
Casa Del Valle	Alamo, TX	-	246	2,316	-	373
Catalina	Middletown, OH	-	653	5,858	-	713
Candlelight Village	Chicago Heights, IL	-	600	5,623	-	550
Chisholm Point	Pflugerville, TX	-	609	5,286	-	1,775
Clearwater Village	South Bend, IN	-	80	1,270	61	1,838
Country Meadows	Flat Rock, MI	-	924	7,583	296	9,284
Continental North	Davison, MI	-	(7)	(7)	-	3,555
Cobus Green	Elkhart, IN	-	762	7,037	-	609
College Park Estates	Canton, MI	-	75	800	174	4,627
Continental Estates	Davison, MI	-	1,625	16,581	150	1,299
Countryside Village	Perry, MI	(1)	275	3,920	185	1,990
Creekwood Meadows	Burton, MI	-	808	2,043	404	6,317
Cutler Estates	Grand Rapids, MI	(1)	749	6,941	-	233

(AMOUNT IN THOUSANDS)

PROPERTY NAME	LOCATION	GROSS AMOUNT CARRIED AT DECEMBER 31, 2001			ACCUMULATED DEPRECIATION	DATE OF CONSTRUCTION (C) ACQUISITION (A)
		LAND	BUILDING AND FIXTURES	TOTAL		
Academy/Westpoint	Canton, MI	$ 1,485	$ 14,312	$ 15,797	$ 721	2000(A)
Allendale	Allendale, MI	372	7,226	7,598	1,151	1996(A)
Alpine	Grand Rapids, MI	729	10,123	10,852	1,569	1996(A)
Apple Creek	Amelia, OH	543	5,550	6,093	436	1999(A)
Arbor Terrace	Brandenton, FL	481	4,685	5,166	883	1996(A)
Ariana Village	Lakeland, FL	240	2,662	2,902	653	1994(A)
Autumn Ridge	Ankeny, IO	890	8,830	9,720	1,588	1996(A)
Bedford Hills	Battle Creek, MI	1,265	11,947	13,212	2,227	1996(A)
Bell Crossing	Clarksville, TN	717	4,712	5,429	256	1999(A)
Bonita Lake	Bonita Springs, FL	285	2,807	3,092	522	1996(A)
Boulder Ridge	Pflugerville, TX	4,324	12,390	16,714	1,144	1998(C)
Branch Creek	Austin, TX	796	8,135	8,931	1,401	1995(A)
Brentwood	Kentwood, MI	385	3,806	4,191	728	1996(A)
Byrne Hill Village	Toledo, OH	383	4,071	4,454	354	1999(A)
Brookside Village	Goshen, IN	646	8,316	8,962	1,563	1985(A)
Buttonwood Bay	Sebring, IN	1,952	18,294	20,246	296	2001(A)
Byron Center	Byron Center, MI	253	2,545	2,798	492	1996(A)
Country Acres	Cadillac, MI	380	3,715	4,095	680	1996(A)
Candlewick Court	Owosso, MI	257	2,926	3,183	778	1985(A)
Carrington Pointe	Ft. Wayne, IN	1,076	7,419	8,495	889	1997(A)
Casa Del Valle	Alamo, TX	246	2,689	2,935	437	1997(A)
Catalina	Middletown, OH	653	6,571	7,224	1,753	1993(A)
Candlelight Village	Chicago Heights, IL	600	6,173	6,773	1,149	1996(A)
Chisholm Point	Pflugerville, TX	609	7,061	7,670	1,398	1995(A)
Clearwater Village	South Bend, IN	141	3,108	3,249	689	1986(A)
Country Meadows	Flat Rock, MI	1,220	16,867	18,087	3,385	1994(A)
Continental North	Davison, MI	-	3,555	3,555	225	1996(A)
Cobus Green	Elkhart, IN	762	7,646	8,408	2,051	1993(A)
College Park Estates	Canton, MI	249	5,427	5,676	1,310	1978(A)
Continental Estates	Davison, MI	1,775	17,880	19,655	3,391	1996(A)
Countryside Village	Perry, MI	460	5,910	6,370	1,429	1987(A)
Creekwood Meadows	Burton, MI	1,212	8,360	9,572	924	1997(C)
Cutler Estates	Grand Rapids, MI	749	7,174	7,923	1,337	1996(A)

(AMOUNT IN THOUSANDS)

PROPERTY NAME	LOCATION	ENCUMBRANCE	INITIAL COST TO COMPANY		COST CAPITALIZED SUBSEQUENT TO ACQUISITION IMPROVEMENTS	
			LAND	BUILDING AND FIXTURES	LAND	BUILDING AND FIXTURES
Davison East	Davison, MI		(7)	(7)	-	-
Deerfield Run	Anderson, MI	1,700	990	1,607	-	2,555
Desert View Village	West Wendover, NV	-	1,180	-	423	5,035
Eagle Crest	Firestone, CO	-	4,073	150	197	11,740
Edwardsville	Edwardsville, KS	(1)	425	8,805	541	2,398
Fisherman's Cove	Flint, MI	-	380	3,438	-	454
Forest Meadows	Philomath, OR	-	1,031	2,064	-	85
Four Seasons	Elkhart, IN	-	500	4,813	-	23
Goldcoaster	Homestead, FL	-	446	4,234	155	1,709
Grand	Grand Rapids, MI	-	374	3,587	-	158
Groves	Ft. Meyers, FL	-	249	2,396	-	527
Hamlin	Webberville, MI	-	125	1,675	536	1,849
Holly Forest	Holly Hill, FL	-	920	8,376	-	291
Holiday Village	Elkhart, IN	-	100	3,207	143	1,148
Indian Creek	Ft. Meyers Beach, FL	-	3,832	34,660	-	976
Island Lake	Merritt Island, FL	-	700	6,431	-	269
King's Court	Traverse City, MI	-	1,473	13,782	-	1,291
Kensington Meadows	Lansing, MI	-	250	2,699	-	3,457
King's Lake	Debary, FL	-	280	2,542	-	2,131
Knollwood Estates	Allendale, MI	(4)	400	4,101	-	-
King's Pointe	Winter Haven, FL	-	262	2,359	-	431
Kenwood	La Feria, TX	-	145	1,857	-	3
Lafayette Place	Warren, MI	-	669	5,979	-	683
Lake Juliana	Auburndale, FL	-	335	2,848	-	772
Leesburg Landing	Leesburg, FL	-	50	429	921	394
Liberty Farms	Valparaiso, IN	-	66	1,201	116	1,834
Lincoln Estates	Holland, MI	-	455	4,201	-	284
Lake San Marino	Naples, FL	-	650	5,760	-	371
Maple Grove Estates	Dorr, MI	-	15	210	19	280
Meadowbrook Village	Tampa, FL	-	519	4,728	-	351
Meadowbrook Estates	Monroe, MI	-	431	3,320	379	5,808
Meadow Lake Estates	White Lake, MI	-	1,188	11,498	126	1,688
Meadows	Nappanee, IN	-	287	2,300	-	2,281

(AMOUNT IN THOUSANDS)

PROPERTY NAME	LOCATION	GROSS AMOUNT CARRIED AT DECEMBER 31, 2001			ACCUMULATED DEPRECIATION	DATE OF CONSTRUCTION (C) ACQUISITION (A)
		LAND	BUILDING AND FIXTURES	TOTAL		
Davison East	Davison, MI	-	-	-	-	1996(A)
Deerfield Run	Anderson, MI	990	4,162	5,152	240	1999(A)
Desert View Village	West Wendover, NV	1,603	5,035	6,638	236	1998(C)
Eagle Crest	Firestone, CO	4,270	11,890	16,160	194	1998(C)
Edwardsville	Edwardsville, KS	966	11,203	12,169	2,824	1987(A)
Fisherman's Cove	Flint, MI	380	3,892	4,272	1,037	1993(A)
Forest Meadows	Philomath, OR	1,031	2,149	3,180	167	1999(A)
Four Seasons	Elkhart, IN	500	4,836	5,336	247	2000(A)
Goldcoaster	Homestead, FL	601	5,943	6,544	833	1997(A)
Grand	Grand Rapids, MI	374	3,745	4,119	581	1996(A)
Groves	Ft. Meyers, FL	249	2,923	3,172	546	1997(A)
Hamlin	Webberville, MI	661	3,524	4,185	648	1984(A)
Holly Forest	Holly Hill, FL	920	8,667	9,587	1,310	1997(A)
Holiday Village	Elkhart, IN	243	4,355	4,598	1,173	1986(A)
Indian Creek	Ft. Meyers Beach, FL	3,832	35,636	39,468	6,763	1996(A)
Island Lake	Merritt Island, FL	700	6,700	7,400	1,472	1995(A)
King's Court	Traverse City, MI	1,473	15,073	16,546	2,785	1996(A)
Kensington Meadows	Lansing, MI	250	6,156	6,406	1,047	1995(A)
King's Lake	Debary, FL	280	4,673	4,953	953	1994(A)
Knollwood Estates	Allendale, MI	400	4,101	4,501	67	2001(A)
King's Pointe	Winter Haven, FL	262	2,790	3,052	694	1994(A)
Kenwood	La Feria, TX	145	1,860	2,005	156	1999(A)
Lafayette Place	Warren, MI	669	6,662	7,331	797	1998(A)
Lake Juliana	Auburndale, FL	335	3,620	3,955	865	1994(A)
Leesburg Landing	Leesburg, FL	971	823	1,794	147	1996(A)
Liberty Farms	Valparaiso, IN	182	3,035	3,217	764	1985(A)
Lincoln Estates	Holland, MI	455	4,485	4,940	844	1996(A)
Lake San Marino	Naples, FL	650	6,131	6,781	1,160	1996(A)
Maple Grove Estates	Dorr, MI	34	490	524	126	1979(A)
Meadowbrook Village	Tampa, FL	519	5,079	5,598	1,338	1994(A)
Meadowbrook Estates	Monroe, MI	810	9,128	9,938	2,382	1986(A)
Meadow Lake Estates	White Lake, MI	1,314	13,186	14,500	3,396	1994(A)
Meadows	Nappanee, IN	287	4,581	4,868	1,113	1987(A)

(AMOUNT IN THOUSANDS)

PROPERTY NAME	LOCATION	ENCUMBRANCE	INITIAL COST TO COMPANY		COST CAPITALIZED SUBSEQUENT TO ACQUISITION IMPROVEMENTS	
			LAND	BUILDING AND FIXTURES	LAND	BUILDING AND FIXTURES
Meadowstream Village	Sodus, MI	-	100	1,175	109	1,357
Maplewood Mobile	Lawrence, IN	-	280	2,122	-	802
North Point Estates	Pueblo, CO	-	1,582	3,027	-	-
Oakwood Village	Miamisburg, OH	-	1,964	6,401	-	5,640
Orange Tree	Orange City, FL	-	283	2,530	15	714
Orchard Lake	Milford, OH	(3)	395	4,025	-	6
Paradise	Chicago Heights, IL	-	723	6,638	-	517
Pecan Branch	Georgetown, TX	-	1,379	-	331	3,291
Pine Hills	Middlebury, IN	-	72	544	60	1,681
Pin Oak Parc	St. Louis, MO	-	1,038	3,250	467	4,564
Pine Ridge	Petersburg, VA	-	405	2,397	-	1,189
Presidential	Hudsonville, MI	-	680	6,314	-	1,105
Parkwood Mobile	Grand Blanc, MI	-	477	4,279	-	670
Richmond	Richmond, MI	-	501	2,040	-	336
Roxbury	Goshen, IN	-	1,058	9,974	-	-
Royal Country	Miami, FL	(1)	2,290	20,758	-	691
River Haven	Grand Haven, MI	(4)	1,800	17,121	-	-
Saddle Oak Club	Ocala, FL	-	730	6,743	-	623
Scio Farms	Ann Arbor, MI	-	2,300	22,659	-	3,445
Sherman Oaks	Jackson, FL	(1)	200	2,400	240	3,930
Siesta Bay	Ft. Meyers Beach, FL	-	2,051	18,549	-	602
Silver Star	Orlando, FL	-	1,022	9,306	-	367
Southfork	Belton, MO	-	1,000	9,011	-	1,093
Sunset Ridge	Portland, MI	-	2,044	-	-	7,241
St. Clair Place	St. Clair, MI	-	501	2,029	-	329
Stonebridge	Richfield Twp., MI	1,119	2,044	-	180	1,725
Snow to Sun	Weslaco, TX	93	190	2,143	15	771
Sun Villa	Reno, NV	6,756	2,385	11,773	-	759
Timber Ridge	Ft. Collins, CO	-	990	9,231	-	772
Timberbrook	Bristol, IN	(1)	490	3,400	101	4,800
Timberline Estates	Grand Rapids, MI	-	536	4,867	-	569
Town and Country	Traverse City, MI	-	406	3,736	-	214
Valley Brook	Indianapolis, IN	-	150	3,500	1,277	8,726

(AMOUNT IN THOUSANDS)

PROPERTY NAME	LOCATION	GROSS AMOUNT CARRIED AT DECEMBER 31, 2001			ACCUMULATED DEPRECIATION	DATE OF CONSTRUCTION (C) ACQUISITION (A)
		LAND	BUILDING AND FIXTURES	TOTAL		
Meadowstream Village	Sodus, MI	209	2,532	2,741	652	1984(A)
Maplewood Mobile	Lawrence, IN	280	2,924	3,204	746	1989(A)
North Point Estates	Pueblo, CO	1,582	3,027	4,609	59	2001(C)
Oakwood Village	Miamisburg, OH	1,964	12,041	14,005	1,139	1998(A)
Orange Tree	Orange City, FL	298	3,244	3,542	747	1994(A)
Orchard Lake	Milford, OH	395	4,031	4,426	361	1999(A)
Paradise	Chicago Heights, IL	723	7,155	7,878	1,321	1996(A)
Pecan Branch	Georgetown, TX	1,710	3,291	5,001	52	1999(C)
Pine Hills	Middlebury, IN	132	2,225	2,357	550	1980(A)
Pin Oak Parc	St. Louis, MO	1,505	7,814	9,319	1,342	1994(A)
Pine Ridge	Petersburg, VA	405	3,586	3,991	918	1986(A)
Presidential	Hudsonville, MI	680	7,419	8,099	1,368	1996(A)
Parkwood Mobile	Grand Blanc, MI	477	4,949	5,426	1,288	1993(A)
Richmond	Richmond, MI	501	2,376	2,877	292	1998(A)
Roxbury	Goshen, IN	1,058	9,974	11,032	166	2001(A)
Royal Country	Miami, FL	2,290	21,449	23,739	5,767	1994(A)
River Haven	Grand Haven, MI	1,800	17,121	18,921	298	2001(A)
Saddle Oak Club	Ocala, FL	730	7,366	8,096	1,767	1995(A)
Scio Farms	Ann Arbor, MI	2,300	26,104	28,404	5,465	1995(A)
Sherman Oaks	Jackson, FL	440	6,330	6,770	1,532	1986(A)
Siesta Bay	Ft. Meyers Beach, FL	2,051	19,151	21,202	3,623	1996(A)
Silver Star	Orlando, FL	1,022	9,673	10,695	1,815	1996(A)
Southfork	Belton, MO	1,000	10,104	11,104	1,187	1997(A)
Sunset Ridge	Portland, MI	2,044	7,241	9,285	130	1998(C)
St. Clair Place	St. Clair, MI	501	2,358	2,859	345	1998(A)
Stonebridge	Richfield Twp., MI	2,224	1,725	3,949	-	1998(C)
Snow to Sun	Weslaco, TX	205	2,914	3,119	439	1997(A)
Sun Villa	Reno, NV	2,385	12,532	14,917	1,426	1998(A)
Timber Ridge	Ft. Collins, CO	990	10,003	10,993	1,859	1996(A)
Timberbrook	Bristol, IN	591	8,200	8,791	2,026	1987(A)
Timberline Estates	Grand Rapids, MI	536	5,436	5,972	1,350	1994(A)
Town and Country	Traverse City, MI	406	3,950	4,356	754	1996(A)
Valley Brook	Indianapolis, IN	1,427	12,226	13,653	2,880	1989(A)

(AMOUNT IN THOUSANDS)

PROPERTY NAME	LOCATION	ENCUMBRANCE	INITIAL COST TO COMPANY		COST CAPITALIZED SUBSEQUENT TO ACQUISITION IMPROVEMENTS	
			LAND	BUILDING AND FIXTURES	LAND	BUILDING AND FIXTURES
Village Trails	Howard City, MI	183	988	1,472	-	658
Water Oak Country Club Est.	Lady Lake, FL	-	2,503	17,478	-	3,281
Woodhaven Place	Woodhaven, MI	-	501	4,541	-	752
Woodland Park Estates	Eugene, OR	7,545	1,593	14,398	-	264
Woodside Terrace	Holland, OH	(2)	1,064	9,625	-	1,413
West Glen Village	Indianapolis, IN	-	1,100	10,028	-	743
White Lake	White Lake, MI	-	673	6,179	-	3,535
White Oak	Mt. Morris, MI	-	782	7,245	112	3,350
Willowbrook	Toledo, OH	(2)	781	7,054	-	367
Windham Hills	Jackson, FL	-	2,673	2,364	-	6,206
Woodlake Estates	Yoder, IN	-	632	3,674	-	2,207
Woods Edge	West Lafayette, IN	-	100	2,600	3	7,536
Worthington Arms	Delaware, OH	-	376	2,624	-	1,107
Westbrook Senior	Toledo, OH	-	355	3,295	-	-
Westbrook	Toledo, OH	(2)	1,110	10,462	-	574
Corporate Headquarters	Farmington Hills, MI	-	-	-	-	6,030
			$91,120	$ 628,922	$ 11,578	$ 222,036

(AMOUNT IN THOUSANDS)

PROPERTY NAME	LOCATION	GROSS AMOUNT CARRIED AT DECEMBER 31, 2001			ACCUMULATED DEPRECIATION	DATE OF CONSTRUCTION (C) ACQUISITION (A)
		LAND	BUILDING AND FIXTURES	TOTAL		
Village Trails	Howard City, MI	988	2,130	3,118	228	1998(A)
Water Oak Country Club Est.	Lady Lake, FL	2,503	20,759	23,262	5,315	1993(A)
Woodhaven Place	Woodhaven, MI	501	5,293	5,794	635	1998(A)
Woodland Park Estates	Eugene, OR	1,593	14,662	16,255	1,737	1998(A)
Woodside Terrace	Holland, OH	1,064	11,038	12,102	1,612	1997(A)
West Glen Village	Indianapolis, IN	1,100	10,771	11,871	2,665	1994(A)
White Lake	White Lake, MI	673	9,714	10,387	1,197	1997(A)
White Oak	Mt. Morris, MI	894	10,595	11,489	1,410	1997(A)
Willowbrook	Toledo, OH	781	7,421	8,202	873	1997(A)
Windham Hills	Jackson, MI	2,673	8,570	11,243	734	1998(A)
Woodlake Estates	Yoder, IN	632	5,881	6,513	573	1998(A)
Woods Edge	West Lafayette, IN	103	10,136	10,239	1,592	1985(A)
Worthington Arms	Lewis Center, OH	376	3,731	4,107	982	1990(A)
Westbrook Senior	Toledo, OH	355	3,295	3,650	55	2001(A)
Westbrook	Toledo, OH	1,110	11,036	12,146	921	1999(A)
Corporate Headquarters	Farmington Hills, MI	-	6,030	6,030	1,415	Various
		$ 102,698(5)	$ 850,958(6)	$ 953,656	$ 140,322	

(1) These communities collaterize $42.8 million of secured debt.

(2) These communities are financed by $26 million of collaterized lease obligations.

(3) These communities collaterize $4.7 million of secured debt.

(4) These communities collaterize $12.4 million of secured debt.

(5) Includes $3.6 million of land in property under development in Footnote 2 "Rental Property" to the Company's Consolidated Financial Statements included elsewhere herein.

(6) Includes $12.2 million of property under development in Footnote 2 "Rental Property" to the Company's Consolidated Financial Statements included elsewhere herein.

(7) The initial cost for this property is included in the initial cost reported for Continental Estates.

(8) Mortgage paid in full in March 2002.

SUN COMMUNITIES, INC. SCHEDULE III
REAL ESTATE AND ACCUMULATED DEPRECIATION, CONTINUED
DECEMBER 31, 2001
(AMOUNTS IN THOUSANDS)

The change in investment in real estate for the years ended December 31, 2001, 2000 and 1999 is as follows:

	2001	2000	1999
Balance, beginning of year	$ 867,377	$ 847,696	$ 803,152
Community and land acquisitions, including immediate improvements	62,775	24,339	41,083
Community expansion and development	30,958	30,795	42,480
Improvements, other	8,690	4,595	7,022
Dispositions and other	(16,144)	(40,048)	(46,041)
Balance, end of year	$ 953,656	$ 867,377	$ 847,696

The change in accumulated depreciation for the years ended December 31, 2001, 2000 and 1999 is as follows:

	2001	2001	1999
Balance, beginning of year	$ 115,557	$ 92,558	$ 70,940
Depreciation for the period	28,011	26,170	25,112
Dispositions and other	(3,246)	(3,171)	(3,494)
Balance, end of year	$ 140,322	$ 115,557	$ 92,558

EXHIBIT 10.35

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

THIS ONE HUNDRED ELEVENTH AMENDMENT TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (this "AMENDMENT") is entered into as of May 1, 2000, 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"), and FOUR SEASONS MOBILE HOME PARK, an Indiana partnership (the "SERIES B PREFERRED Partner").

RECITALS

A. The Series B Preferred Partner and the Partnership are parties to that certain Contribution Agreement dated February 2, 2000 (the "Contribution Agreement"), pursuant to which the Series B Preferred Partner has agreed to contribute to the Partnership the Project (as defined in the Contribution Agreement) in consideration for the issuance by the Partnership of Series B Preferred Units (as hereinafter defined).

B. 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 ten (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.

C. 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, the Series B Preferred Partner has contributed the Project, with a net agreed upon value of $3,563,700, to the Partnership in exchange for the issuance to the Series B Preferred Partner of 35,637 Series B Preferred Units. The Series B Preferred Units issued to the Series B Preferred Partner have been duly issued and fully paid. The Series B Preferred Partner is hereby admitted to the Partnership, effective as of May 1, 2000 as a new Limited Partner, and by execution of this Amendment the Series B Preferred Partner has agreed to be bound by all of the terms and conditions of the Agreement, as

amended hereby, and hereby acknowledges 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, Series A Preferred Units and Series B 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, (ii) Series A Priority Return and (iii) Series B Priority Return. No distribution shall be made in respect of Common OP Units while any accrued (i) Preferred Dividends, (ii) Series A Priority Return, or (iii) Series B Priority Return remains unpaid unless all such unpaid amounts are paid simultaneously with such distribution."

3. 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, 8.2,16 and 17 hereof."

4. Section 4.2 (a)(v) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(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 and Series B Preferred Units pursuant to this Section 4.2(b)(v) for any calendar year shall not exceed the amount of Preferred Dividends and Series B Priority Return, respectively, 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."

5. Section 8.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"8.2 LIQUIDATING DISTRIBUTIONS; RESTORATION OF CAPITAL ACCOUNT DEFICITS

Upon the liquidation of the Partnership or any Partner's interest in the Partnership, within the meaning of the Allocation Regulations:

(a) The capital accounts of the holders of the OP Units shall be adjusted to reflect the manner in which any unrealized income, gain, loss and deduction inherent in the Partnership's property, which has not previously been reflected in the Partners' capital accounts, would be allocated among the Partners if there were a taxable disposition of such property at fair market value on the date of distribution. Any resulting increase in the Partners' capital accounts shall be allocated (i) first to the holders of the Preferred OP Units and Series A Preferred Units in proportions and amounts sufficient to bring their respective capital account balances up to the amount of the Issue Prices of their respective Preferred OP Units and Series A Preferred Units plus accrued and unpaid Preferred Dividends or Series A Priority Return, as the case may be, thereon, (ii) second to the holders of the Series B Preferred Units in proportions and amounts sufficient to bring their respective capital account balances up to the amount of the Issue Price of the Series B Preferred Units plus accrued and unpaid Series B Priority Return thereon, and (iii) third (if any) to the Common OP Units. Any resulting decrease in the Partners' capital accounts shall first be allocated (i) first to the holders of the Common OP Units in proportions and amounts sufficient to reduce their respective capital account balances to zero, (ii) second to the holders of Series B Preferred Units in proportions and amounts sufficient to reduce their respective capital account balances to zero, (iii) third to the holders of the Preferred OP Units and Series A Preferred Units in proportions and amounts sufficient to reduce their respective capital account balances to zero, and (iv) (if any) to the General Partner. Liquidating distributions shall be made in accordance with the positive capital account balances of the Partners, after giving effect to such adjustment and other capital account adjustments for the current year, as provided in the Allocation Regulations.

6. Section 14. Section 14 of the Agreement is hereby amended as follows:

(a) 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, Series A Preferred Units and Series B Preferred Units."

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

"FIRST 24 MONTH PERIOD" shall mean the period commencing on May 1, 2000 and ending on and including April 30, 2002.

"FIRST 12 MONTH PERIOD" shall mean the period commencing on and including May 1, 2004 and ending on and including April 30, 2005.

"SECOND 24 MONTH PERIOD" shall mean the period commencing on and including May 1, 2002 and ending on and including April 30, 2004.

"SECOND 12 MONTH PERIOD" shall mean the period commencing on and including May 1, 2005 and ending on and including April 30, 2006.

"SERIES B DEFAULT" shall have the meaning set forth therefor in Section 17.5(c) hereof.

"SERIES B ISSUANCE DATE" shall mean May 1, 2000.

"SERIES B JUNIOR UNITS" shall have the meaning set forth therefor in Section 17.3(c) hereof.

"SERIES B PARITY PREFERRED UNITS" shall have the meaning set forth therefor in Section 17.1 hereof.

"SERIES B PREFERRED PARTNER" means Four Seasons Mobile Home Park, an Indiana partnership, and its successors and permitted assigns.

"SERIES B PREFERRED UNIT DISTRIBUTION PAYMENT DATE" shall have the meaning set forth therefor in Section 17.3(a) hereof.

"SERIES B PREFERRED UNITS" shall have the meaning set forth therefor in Section 17.2 hereof.

"SERIES B PRIORITY RETURN" shall have the meaning set forth therefor in Section 17.1 hereof.

"SERIES B REDEMPTION PRICE" shall mean $100 per Series B Preferred Unit redeemed.

7. Section 17. The following new Section 17 is inserted in the Agreement after Section 16 thereof:

"17. SERIES B PREFERRED UNITS.

SECTION 17.1 DEFINITIONS. The term "SERIES B PARITY PREFERRED UNITS" shall mean 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 parity with the Series B Preferred Units with respect to distributions and rights upon voluntary or involuntary liquidation, winding-up or dissolution of the Partnership. The term "SERIES B PRIORITY RETURN" shall mean an amount equal to (i) 7.0% per annum for the First 24 Month Period, (ii) 7.5% per annum for the Second 24 Month Period, (iii) 8.0% per annum for the First 12 Month Period, and (iv) 9.0% per annum for the Second 12 Month Period (determined on the basis of a 365 day year), of the stated amount of $100.00 per Series B Preferred Unit multiplied by the number of outstanding Series B Preferred Units, cumulative to the extent not distributed for any given distribution period pursuant to Section 4.3 hereof.

SECTION 17.2 DESIGNATION AND NUMBER. A series of OP Units in the Partnership designated as the "Series B Cumulative Preferred Units" (the "SERIES B PREFERRED UNITS") is hereby established. The number of Series B Preferred Units shall be 35,637.

SECTION 17.3 DISTRIBUTIONS.

(a) Payment of Distributions.

(i) Subject to the rights of holders of Series A Preferred Units, Parity Preferred Units, Preferred OP Units and Series B Parity Preferred Units as to the payment of distributions pursuant to Sections 4.3, 8.2 and 16.3 of the Agreement, holders of Series B 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 B Priority Return.

(ii) 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 April 30, June 30, September 30 and December 31 of each year, commencing on June 30, 2000 (with the first such payment to include the amount accrued from the period commencing on the date hereof through and including June 30, 2000) and (ii) in the event of a redemption of Series B Preferred Units, on the redemption date (each a "SERIES B PREFERRED UNIT DISTRIBUTION PAYMENT DATE"). The amount of the distribution payable for any period will be computed on the basis of a 365-day year 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 the actual number of days in such quarterly period. If any date on which distributions are to be made on the Series B 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 B Preferred Units will be made to the holders of record of the Series B 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 B Preferred Unit Distribution Payment Date.

(b) Distributions Cumulative. Distributions on the Series B 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 B Preferred Units will accumulate as of the Series B 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 B Preferred Unit Distribution Payment Date to holders of record of the Series B 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 B 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 B Preferred Units (collectively, "SERIES B 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 B Preferred Units, any Series B Parity Preferred Units or any Series B Junior Units, unless, in each case, all distributions accumulated on all Series B Preferred Units and all classes and series of outstanding Series B 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 B 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 Series B Junior Units or Series B Parity Preferred Units into OP Units of the Partnership ranking junior to the Series B 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 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 B Preferred Units, all distributions authorized and declared on the Series B Preferred Units and all classes or series of outstanding Series B Parity Preferred Units shall be authorized and declared so that the amount of distributions authorized and declared per Series B Preferred Unit and such other classes or series of Series B Parity Preferred Units shall in all cases bear to each other the same ratio that accrued distributions per Series B Preferred Unit and such other classes or series of Series B Parity Preferred Units (which shall not include any accumulation in respect of unpaid distributions for prior distribution periods if such class or series of Series B Parity Preferred Units do not have cumulative distribution rights) bear to each other.

(iii) The Series B Preferred Units and any Series B Parity Preferred Units shall be deemed to be "Junior Units" as defined in Section 16.3(c) hereof, and so long as any Series A Preferred Units or Parity 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 the Series B Preferred Units or any Series B Parity Preferred 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 B Preferred Units or Series B Parity Preferred 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.

(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 17.3(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 B 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 17.4 LIQUIDATION PROCEEDS.

(a) Notice. Written notice of any 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 B Preferred Units at the respective addresses of such holders as the same shall appear on the transfer records of the Partnership.

(b) No Further Rights. After payment of the full amount of the liquidating distributions to which they are entitled pursuant to Section 8.2 hereof, the holders of Series B Preferred Units will have no right or claim to any of the remaining assets of the Partnership.

(c) 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 17.5 REDEMPTION.

(a) Mandatory Redemption. Subject to the limitations in this Section 17.5, the holders of Series B Preferred Units may request redemption of, and the Partnership shall redeem, for cash, Series B Preferred Units on the following terms and subject to the following conditions:

(i) On May 1, 2003 the holders of Series B Preferred Units may require that the Partnership redeem an aggregate of 10,000 Series B Preferred Units upon not less than sixty (60) days prior written notice, at the Series B Redemption Price.

(ii) On May 1, 2004 and May 1, 2005 the holders of Series B Preferred Units may require that the Partnership redeem all outstanding Series B Preferred Units upon not less than sixty (60) days prior written notice at the Series B Redemption Price.

(iii) On May 1, 2006, the Partnership shall redeem all outstanding Series B Preferred Units at the Series B Redemption Price.

(b) Redemption in the Event of a Series B Default. The Partnership shall redeem, for cash, all outstanding Series B Preferred Units at the Series B Redemption Price in the event the Partnership fails to declare and pay on any Series B Preferred Unit Distribution Payment Date the Series B Priority Return for any reason including the failure to declare a distribution of the Series B Priority Retrun (a "SERIES B DEFAULT"). Such redemption shall occur fifteen (15) days after written demand of the holders of Series B Preferred Units is received by the Partnership, provided such notice is received by the Partnership no later than thirty (30) days after the Series B Preferred Unit Distribution Payment Date that is the subject of the Series B Default. Failure of the holders of Series B Preferred Units to timely give such notice shall terminate the right of the holders of Series B Preferred Units under this Section 17.5(b) to demand redemption with respect to the Series B Default to which such notice relates, but shall not effect the rights of the holders of Series B Preferred Units under this Section 17.5(b) for any subsequent Series B Default.

(c) Limitations on Redemption. Any redemption pursuant to this Section 17.5 is subject to and limited by the provisions of Section 16.3(c)(i) hereof.

(d) Procedures for Redemption.

(i) Notice of redemption will be (A) faxed and (B) mailed by the holders of Series B Preferred Units, by certified mail, postage prepaid, to the Partnership so that notice is received by the Partnership within the periods set forth herein and in accordance with the provisions hereof. Each such notice shall: (1) state the aggregate number of Series B Preferred Units to be redeemed and if fewer than all of the outstanding Series B Preferred Units are to be redeemed, the number of Series B 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 B Preferred Units the total number of Series B Preferred Units held by such holder represents) of the aggregate number of Series B Preferred Units to be redeemed and (2) refer to the specific subsection of this Section 17.5 pursuant to which such redemption is being effected. Any such notice shall be irrevocable.

(ii) 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 B Preferred Units being redeemed funds sufficient to pay the Series B Redemption Price and will give irrevocable instructions to such transfer agent and authority to pay such Series B Redemption Price to the holders of the Series B Preferred Units upon surrender of the Series B Preferred Units by such holders at the place designated by the Partnership. If the Series B Preferred Units are evidenced by a certificate and if fewer than all Series B Preferred Units evidenced by any certificate are being redeemed, a new certificate shall be issued upon surrender of the certificate evidencing all Series B Preferred Units, evidencing the unredeemed Series B Preferred Units without cost to the holder thereof. On and after the date of redemption, distributions will cease to accumulate on the Series B Preferred Units or portions thereof called for redemption, unless the Partnership defaults in the payment of the Series B Redemption Price. If any date fixed for redemption of Series B Preferred Units is not a Business Day, then payment of the Series B 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 B Redemption Price is improperly withheld or refused and not paid by the Partnership, distributions on such Series B 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 Series B Redemption Price.

SECTION 17.6 VOTING RIGHTS. Holders of the Series B Preferred Units will not have any voting rights or right to consent to any matter requiring the consent or approval of the Limited Partners.

SECTION 17.7 TRANSFER RESTRICTIONS. The Series B Preferred Units shall be subject to the provisions of SECTION 9 of the Agreement.

SECTION 17.8 CONVERSION AND EXCHANGE RIGHTS.

(a) General. The holders of Series B Preferred Units shall be entitled to convert Series B Preferred Units into Common OP Units or exchange Series B Preferred Units for shares of the General Partner's common stock, at their option, on the following terms and subject to the following conditions:

(i) On May 1, 2002, the holders of Series B Preferred Units may convert an aggregate of 10,000 Series B Preferred Units into 22,727 Common OP Units or exchange an aggregate of 10,000 Series B Preferred Units for 22,727 shares of the General Partner's common stock, or any combination thereof at conversion or exchange rate of 2.272727 Common OP Units or shares of the General Partner's common stock, as the case may be, for each Series B Preferred Unit (rounded to the lower whole number), at their option, provided the General Partner has received at least sixty (60) days prior written notice of such conversion or exchange, such notice to specify the number of Common OP Units and number of shares of the General Partner's common stock to which the Series B Preferred Units are to be converted or exchanged.

(ii) On each of May 1, 2003, May 1, 2004, May 1, 2005 and May 1, 2006, the holders of Series B Preferred Units may convert all or any portion (but not less than 10,000) Series B Preferred Units to Common OP Units or exchange all or any portion (but not less than 10,000) Series B Preferred Units for shares of the General Partner's common stock, at their option, at a conversion and exchange rate of 2.272727 Common OP Units or shares of the General Partner's common stock, as the case may be, for each Series B Preferred Unit (rounded to the lower whole number), provided the General Partner has received at least sixty (60) days prior written notice of such conversion or exchange, such notice to specify the number of Common OP Units and number of shares of the General Partner's common stock to which the Series B Preferred Units are to be converted or exchanged.

(b) Procedure for Conversion or Exchange.

(i) Any conversion or exchange shall be exercised pursuant to a notice of conversion or exchange (the "SERIES B CONVERSION/EXCHANGE NOTICE") delivered to the General Partner by the holder who is exercising such conversion or exchange right, by (A) fax and (B) by certified mail postage prepaid. The Series B Conversion/Exchange Notice and certificates, if any, representing such Series B Preferred Units to be converted or exchanged shall be delivered 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.

Any conversion or exchange hereunder shall be effective as of the close of business on the conversion or exchange date. The holders of the converted or exchanged Series B Preferred Units shall be deemed to have surrendered the same to the Partnership

or the General Partner, as the case may be, and the Partnership or the General Partner, as the case may be, shall be deemed to have issued Common OP Units or shares of common stock of the General Partner, as applicable, at the close of business on the conversion or exchange date.

(c) Adjustment of Series B Conversion/Exchange Rate.

(i) The conversion/exchange rate is subject to adjustment upon subdivisions, stock splits, stock dividends, combinations and reclassification of the common stock of the General Partner.

(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 General Partner's common 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 B Preferred Unit will thereafter be convertible or 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 the General Partner's common stock or fraction thereof into which one Series B Preferred Unit was convertible or exchangeable immediately prior to such transaction

(d) Limitations on Conversion and Exchange. Notwithstanding Section 17.8(a):

(i) Upon tender of any Series B Preferred Units to the General Partner pursuant to that Section, the General Partner may issue cash in lieu of stock to the extent necessary to prevent the recipient from violating the Ownership Limitations of Section 2 of Article VII of the Charter, or corresponding provisions of any amendment or restatement thereof; and

(ii) A holder of Series B Preferred Units will not have the right to exchange Series B Preferred Units for the General Partner's common stock if (1) in the opinion of counsel for the General Partner, the General Partner would no longer qualify or its status would be seriously compromised as a real estate investment trust under the Internal Revenue Code as a result of such exchange; or (2) such exchange would, in the opinion of counsel for the General Partner, constitute or be likely to constitute a violation of applicable securities laws. In the event of either such occurrence, the General Partner shall purchase such holder's Series B Preferred Units for cash at a purchase price of $100 per Series B Preferred Unit.

(e) Reservation of Common Stock. The General Partner shall at all times reserve and keep available a sufficient number of authorized but unissued shares of common stock to permit the exchange of all of the outstanding Series B Preferred Units pursuant to this Section 17.8.

(f) Payment of Series B Priority Return. On the Series B Preferred Unit Distribution Payment Date next following a conversion or exchange date, holders of Series B Preferred Units converted or exchanged on such date shall be entitled to Series B Priority Return in an amount equal to a prorated portion of the Series B Priority Return based on the number of days elapsed from the prior Series B Preferred Unit Distribution Payment Date through, but not including, the conversion or exchange date.

SECTION 17.9 NO SINKING FUND. No sinking fund shall be established for the retirement or redemption of Series B Preferred Units.

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

9. 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.

10. 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.

11. 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/ Jonathan M. Colman

Name: Jonathan M. Colman
Title: Senior Vice President - Acquisitions

(SIGNATURES CONTINUE ON NEXT PAGE)

NEW LIMITED PARTNER

FOUR SEASONS MOBILE HOME PARK,
AN INDIANA PARTNERSHIP

By: /s/ Randall Lipps

Randall Lipps

By: /s/ Sharon DeLucemy

Sharon DeLucemy

EXHIBIT 10.36

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

THIS ONE HUNDRED THIRTY-SIXTH AMENDMENT TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (this "AMENDMENT") is made and entered into as of April 16, 2001, by 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"), and RIVER HAVEN VILLAGE, INC., a Michigan corporation (the "Series B-1 Preferred Partner").

RECITALS

A. The Series B-1 Preferred Partner and the Partnership are parties to that certain Amended and Restated Contribution Agreement dated February 1, 2001 (the "Contribution Agreement"), pursuant to which the Series B-1 Preferred Partner has agreed to contribute to the Partnership the Project (as defined in the Contribution Agreement) in consideration for the issuance by the Partnership of Series B-1 Preferred Units (as hereinafter defined).

B. 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 thirty-five (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.

C. 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, the Series B-1 Preferred Partner has contributed the Project, with a net agreed upon value of $4,611,692.48., to the Partnership in exchange for the issuance to the Series B-1 Preferred Partner of 46,117 Series B-1 Preferred Units. The Series B-1 Preferred Units issued to the Series B-1 Preferred Partner have been duly issued and fully paid. The Series B-1 Preferred Partner is hereby admitted to the Partnership, effective as of April 16, 2001, as a new Limited Partner, and by execution of this Amendment the Series B-1 Preferred Partner has agreed to be bound by all of the terms and conditions of the Agreement, as amended hereby, and hereby acknowledges 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, Series A Preferred Units, Series B Preferred Units and Series B-1 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, (ii) Series A Priority Return, (iii) Series B Priority Return and (iv) Series B-1 Priority Return. No distribution shall be made in respect of Common OP Units while any accrued (i) Preferred Dividends, (ii) Series A Priority Return, (iii) Series B Priority Return or (iv) Series B-1 Priority Return remains unpaid unless all such unpaid amounts are paid simultaneously with such distribution."

3. Section 4.2 (a)(v) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(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, Series B Preferred Units and Series B-1 Preferred Units pursuant to this Section 4.2(b)(v) for any calendar year shall not exceed the amount of Preferred Dividends, Series B Priority Return and Series B-1 Priority Return, respectively, 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."

4. Section 8.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"8.2 LIQUIDATING DISTRIBUTIONS; RESTORATION OF CAPITAL ACCOUNT DEFICITS

Upon the liquidation of the Partnership or any Partner's interest in the Partnership, within the meaning of the Allocation Regulations:

(a) The capital accounts of the holders of the OP Units shall be adjusted to reflect the manner in which any unrealized income, gain, loss and deduction inherent in the Partnership's property, which has not previously been reflected in the Partners' capital accounts, would be allocated among the Partners if there were a taxable disposition of such property at fair market value on the date of distribution. Any resulting increase in the Partners' capital accounts shall be allocated (i) first to the holders of the Preferred OP Units and Series A Preferred Units in proportions and amounts sufficient to bring their respective capital account balances up to the amount of the Issue Prices of their respective Preferred OP Units and Series A Preferred Units plus accrued and unpaid Preferred Dividends or Series A Priority Return, as the case may be, thereon, (ii) second to the holders of the Series B Cumulative Preferred Units in proportions and amounts sufficient to bring their respective capital account balances up to the amount of the Issue Price of the Series B Cumulative Preferred Units plus accrued and unpaid Series B Priority Return and Series B-1 Priority Return, as applicable, thereon, and (iii) third (if any) to the Common OP Units. Any resulting decrease in the Partners' capital accounts shall first be allocated (i) first to the holders of the Common OP Units in proportions and amounts sufficient to reduce their respective capital account balances to zero, (ii) second to the holders of Series B

Cumulative Preferred Units in proportions and amounts sufficient to reduce their respective capital account balances to zero, (iii) third to the holders of the Preferred OP Units and Series A Preferred Units in proportions and amounts sufficient to reduce their respective capital account balances to zero, and (iv) (if any) to the General Partner. Liquidating distributions shall be made in accordance with the positive capital account balances of the Partners, after giving effect to such adjustment and other capital account adjustments for the current year, as provided in the Allocation Regulations.

5. Section 14. Section 14 of the Agreement is hereby amended as follows:

(a) 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, Series A Preferred Units, Series B Preferred Units and Series B-1 Preferred Units."

(c) The following new definitions are inserted in Section 14 (Definitions) so as to preserve alphabetical order, and the definition of "Series B Preferred Unit Distribution Payment Date" and "Series B Default" shall be deleted:

"SERIES B CUMULATIVE PREFERRED UNITS" shall have the meaning set forth therefor in Section 17.1 hereof.

"SERIES B CUMULATIVE PREFERRED UNIT DISTRIBUTION PAYMENT DATE" shall have the meaning set forth therefor in Section 17.3(a) hereof.

"SERIES B DEFAULT" shall have the meaning set forth therefor in Section 17.5(a)(ii) hereof.

"SERIES B-1 ISSUANCE DATE" shall mean April 16, 2001.

"SERIES B-1 PREFERRED PARTNER" means River Haven Village, Inc., a Michigan corporation, and its successors and permitted assigns.

"SERIES B-1 PREFERRED UNITS" shall have the meaning set forth therefor in Section 17.2 hereof.

"SERIES B-1 PRIORITY RETURN" shall have the meaning set forth therefor in Section 17.1 hereof.

"SERIES B-1 REDEMPTION PRICE" shall mean $100 per Series B-1 Preferred Unit redeemed.

6. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

"17. SERIES B CUMULATIVE PREFERRED UNITS.

SECTION 17.1 DEFINITIONS. The term "SERIES B CUMULATIVE PREFERRED UNITS" shall mean the Series B Preferred Units and the Series B-1 Preferred Units. The term "SERIES B PARITY PREFERRED UNITS" shall mean 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 parity with the Series B Preferred Units and Series B-1 Preferred Units with respect to distributions and

rights upon voluntary or involuntary liquidation, winding-up or dissolution of the Partnership. The term "SERIES B PRIORITY RETURN" shall mean an amount equal to (i) 7.0% per annum for the First 24 Month Period, (ii) 7.5% per annum for the Second 24 Month Period, (iii) 8.0% per annum for the First 12 Month Period, and (iv) 9.0% per annum for the Second 12 Month Period (determined on the basis of a 365 day year), of the stated amount of $100.00 per Series B Preferred Unit multiplied by the number of outstanding Series B Preferred Units, cumulative to the extent not distributed for any given distribution period pursuant to Section 4.3 hereof. The term "SERIES B-1 PRIORITY RETURN" shall mean an amount equal to (i) 6.85% per annum commencing on and including the Series B-1 Issuance Date and ending on and including October 15, 2003, (ii) 7.2% per annum commencing on and including October 16, 2003 and ending on and including April 15, 2006, (iii) 7.6% per annum commencing on and including April 16, 2006 and ending on and including April 15, 2008, (iv) 8.36% per annum commencing on and including April 16, 2008 and ending on and including April 15, 2010, and (v) 9.19% per annum thereafter (determined on the basis of a 365 day year), of the stated amount of $100.00 per Series B-1 Preferred Unit multiplied by the number of outstanding Series B-1 Preferred Units, cumulative to the extent not distributed for any given distribution period pursuant to Section 4.3 hereof

SECTION 17.2 DESIGNATION AND NUMBER. A series of OP Units in the Partnership designated as the "SERIES B CUMULATIVE PREFERRED UNITS" is hereby established. Of such Series B Cumulative Preferred Units there shall be designated Series B Preferred Units ("SERIES B PREFERRED UNITS") and Series B-1 Preferred Units ("SERIES B-1 PREFERRED UNITS"). The number of Series B Preferred Units shall be 35,637 and the number of Series B-1 Preferred Units shall be 46,117.

SECTION 17.3 DISTRIBUTIONS.

(a) Payment of Distributions.

(i) Subject to the rights of holders of Series A Preferred Units, Parity Preferred Units, Preferred OP Units and Series B Parity Preferred Units as to the payment of distributions pursuant to Sections 4.3, 8.2 and 16.3 of the Agreement, holders of Series B Preferred Units and Series B-1 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 B Priority Return and Series B-1 Priority Return, respectively.

(ii) 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, and (ii) in the event of a redemption of Series B Cumulative Preferred Units, on the redemption date (each a "SERIES B CUMULATIVE PREFERRED UNIT DISTRIBUTION PAYMENT DATE"). The amount of the distribution payable for any period will be computed on the basis of a 365-day year 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 the actual number of days in such quarterly period. If any date on which distributions are to be made on the Series B Cumulative 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 B Cumulative Preferred Units will be made to the holders of record of the Series B Cumulative 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 B Cumulative Preferred Unit Distribution Payment Date.

(b) Distributions Cumulative. Distributions on the Series B Cumulative 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 B Cumulative Preferred Units will accumulate as of the Series B Cumulative 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 B Cumulative Preferred Unit Distribution Payment Date to holders of record of the Series B Cumulative 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 B Cumulative 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 B Cumulative Preferred Units (collectively, "SERIES B 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 B Cumulative Preferred Units, any Series B Parity Preferred Units or any Series B Junior Units, unless, in each case, all distributions accumulated on all Series B Cumulative Preferred Units and all classes and series of outstanding Series B 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 B Cumulative 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 Series B Junior Units or Series B Parity Preferred Units into OP Units of the Partnership ranking junior to the Series B Cumulative 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 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 B Cumulative Preferred Units, all distributions authorized and declared on the Series B Cumulative Preferred Units and all classes or series of outstanding Series B Parity Preferred Units shall be authorized and declared so that the amount of distributions authorized and declared per Series B Cumulative Preferred Unit and such other classes or series of Series B Parity Preferred Units shall in all cases bear to each other the same ratio that accrued distributions per Series B Cumulative Preferred Unit and such other classes or series of Series B Parity Preferred Units (which shall not include any accumulation in respect of unpaid distributions for prior distribution periods if such class or series of Series B Parity Preferred Units do not have cumulative distribution rights) bear to each other.

(iii) The Series B Cumulative Preferred Units and any Series B Parity Preferred Units shall be deemed to be "Junior Units" as defined in Section 16.3(c) hereof, and so long as any Series A Preferred Units or Parity 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 the Series B Cumulative Preferred Units or any Series B Parity Preferred 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 B Cumulative Preferred Units or Series B Parity Preferred 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.

(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 17.3(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 B Cumulative 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 17.4 LIQUIDATION PROCEEDS.

(a) Notice. Written notice of any 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 B Cumulative Preferred Units at the respective addresses of such holders as the same shall appear on the transfer records of the Partnership.

(b) No Further Rights. After payment of the full amount of the liquidating distributions to which they are entitled pursuant to Section 8.2 hereof, the holders of

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

(c) 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 17.5 REDEMPTION.

(a) Series B Preferred

(i) Mandatory Redemption. Subject to the limitations in this Section 17.5, the holders of Series B Preferred Units may request redemption of, and the Partnership shall redeem, for cash, Series B Preferred Units on the following terms and subject to the following conditions:

(A) On May 1, 2003 the holders of Series B Preferred Units may require that the Partnership redeem an aggregate of 10,000 Series B Preferred Units upon not less than sixty (60) days prior written notice, at the Series B Redemption Price.

(B) On May 1, 2004 and May 1, 2005 the holders of Series B Preferred Units may require that the Partnership redeem all outstanding Series B Preferred Units upon not less than sixty (60) days prior written notice at the Series B Redemption Price.

(C) On May 1, 2006, the Partnership shall redeem all outstanding Series B Preferred Units at the Series B Redemption Price.

(ii) Redemption in the Event of a Series B Default. The Partnership shall redeem, for cash, all outstanding Series B Preferred Units at the Series B Redemption Price in the event the Partnership fails to declare and pay on any Series B Cumulative Preferred Unit Distribution Payment Date the Series B Priority Return for any reason including the failure to declare a distribution of the Series B Priority Return (a "SERIES B DEFAULT"). Such redemption shall occur fifteen (15) days after written demand of the holders of Series B Preferred Units is received by the Partnership, provided such notice is received by the Partnership no later than thirty (30) days after the Series B Cumulative Preferred Unit Distribution Payment Date that is the subject of the Series B Default. Failure of the holders of Series B Preferred Units to timely give such notice shall terminate the right of the holders of Series B Preferred Units under this Section 17.5(a)(ii) to demand redemption with respect to the Series B Default to which such notice relates, but shall not effect the rights of the holders of Series B Preferred Units under this Section 17.5(a)(ii) for any subsequent Series B Default.

(iii) Procedures for Redemption.

(A) Notice of redemption will be (x) faxed and (y) mailed by the holders of Series B Preferred Units, by certified mail, postage prepaid, to the Partnership so that notice is received by the Partnership within the periods set forth herein and in accordance with the provisions hereof. Each such notice shall: (1) state the aggregate number of Series B Preferred Units to be redeemed and if fewer than all of the outstanding Series B Preferred Units are to be redeemed, the number of Series B 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 B Preferred Units the total number of Series B Preferred Units held by such holder represents) of the aggregate number of Series B Preferred Units to be redeemed and (2) refer to the specific subsection of this Section 17.5 pursuant to which such redemption is being effected. Any such notice shall be irrevocable.

(B) 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 B Preferred Units being redeemed funds sufficient to pay the Series B Redemption Price and will give irrevocable instructions to such transfer agent and authority to pay such Series B Redemption Price to the holders of the Series B Preferred Units upon surrender of the Series B Preferred Units by such holders at the place designated by the Partnership. If the Series B Preferred Units are evidenced by a certificate and if fewer than all Series B Preferred Units evidenced by any certificate are being redeemed, a new certificate shall be issued upon surrender of the certificate evidencing all Series B Preferred Units, evidencing the unredeemed Series B Preferred Units without cost to the holder thereof. On and after the date of redemption, distributions will cease to accumulate on the Series B Preferred Units or portions thereof called for redemption, unless the Partnership defaults in the payment of the Series B Redemption Price. If any date fixed for redemption of Series B Preferred Units is not a Business Day, then payment of the Series B 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 B Redemption Price is improperly withheld or refused and not paid by the Partnership, distributions on such Series B 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 Series B Redemption Price.

(b) Series B-1 Preferred Units

(i) Mandatory Redemption. Subject to the limitations in this Section 17.5, during the ninety (90) day period immediately following (x) each anniversary of the Series B-1 Issuance Date commencing with the fifth anniversary of the Series B-1 Issuance Date or (y) the Partnership's receipt of notice of Vern Slagh's death, the Series B-1 Preferred Partner may require redemption of, and the Partnership shall redeem, for cash, at the Series B-1 Redemption Price, all, but not less than all, of the Series B-1 Preferred Partner's Series B-1 Preferred Units upon not less than sixty (60) days' prior written notice to the Partnership.

(ii) Optional Redemption. At any time after the expiration of the Election Periods, as defined in (b)(i) above, immediately following the eleventh anniversary of the Series B-1 Issuance Date, the Partnership may redeem all outstanding Series B-1 Preferred Units at the Series B-1 Redemption Price upon not less than fifteen (15) days' prior written notice to the Series B-1 Preferred Partner.

(iii) Procedures for Redemption.

(A) Notice of redemption will be (x) faxed and (y) mailed by the Series B-1 Preferred Partner, by certified mail, postage prepaid, to the Partnership so that notice is received by the Partnership within the periods set forth herein and in accordance with the provisions hereof. Any such notice shall be irrevocable.

(B) 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 B-1 Preferred Partner funds sufficient to pay the Series B-1 Redemption Price and will give irrevocable instructions to such transfer agent and authority to pay such Series B-1 Redemption Price to the Series B-1 Preferred Partner upon surrender of the Series B-1 Preferred Units by the Series B-1 Preferred Partner at the place designated by the Partnership. On and after the date of redemption, distributions will cease to accumulate on the Series B-1 Preferred Units, unless the Partnership defaults in the payment of the Series B-1 Redemption Price. If any date fixed for redemption of Series B-1 Preferred Units is not a Business Day, then payment of the Series B-1 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 B-1 Redemption Price is improperly withheld or refused and not paid by the Partnership, distributions on such Series B-1 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 Series B-1 Redemption Price.

(c) Limitations on Redemption. Any redemption pursuant to this Section 17.5 is subject to and limited by the provisions of Section 16.3(c)(i) hereof.

SECTION 17.6 VOTING RIGHTS. Holders of the Series B Cumulative Preferred Units will not have any voting rights or right to consent to any matter requiring the consent or approval of the Limited Partners.

SECTION 17.7 TRANSFER RESTRICTIONS. The Series B Cumulative Preferred Units shall be subject to the provisions of SECTION 9 of the Agreement.

SECTION 17.8 CONVERSION AND EXCHANGE RIGHTS.

(a) General. The holders of Series B Preferred Units shall be entitled to convert Series B Preferred Units into Common OP Units or exchange Series B Preferred Units for shares of the General Partner's common stock, at their option, on the following terms and subject to the following conditions:

(i) On May 1, 2002, the holders of Series B Preferred Units may convert an aggregate of 10,000 Series B Preferred Units into 22,727 Common OP Units or exchange an aggregate of 10,000 Series B Preferred Units for 22,727 shares of the General Partner's common stock, or any combination thereof at conversion or exchange rate of 2.272727 Common OP Units or shares of the General Partner's common stock, as the case may be, for each Series B Preferred Unit (rounded to the lower whole number), at their option, provided the General Partner has received at least sixty (60) days prior written notice of such conversion or exchange, such notice to specify the number of Common OP Units and number of shares of the General Partner's common stock to which the Series B Preferred Units are to be converted or exchanged.

(ii) On each of May 1, 2003, May 1, 2004, May 1, 2005 and May 1, 2006, the holders of Series B Preferred Units may convert all or any portion (but not less than 10,000) Series B Preferred Units to Common OP Units or exchange all or any portion (but not less than 10,000) Series B Preferred Units for shares of the General Partner's common stock, at their option, at a conversion and exchange rate of 2.272727 Common OP Units or shares of the General Partner's common stock, as the case may be, for each Series B Preferred Unit (rounded to the lower whole number), provided the General Partner has received at least sixty (60) days prior written notice of such conversion or exchange, such notice to specify the number of Common OP Units and number of shares of the General Partner's common stock to which the Series B Preferred Units are to be converted or exchanged.

(b) Procedure for Conversion or Exchange.

(i) Any conversion or exchange shall be exercised pursuant to a notice of conversion or exchange (the "SERIES B CONVERSION/EXCHANGE NOTICE") delivered to the General Partner by the holder who is exercising such conversion or exchange right, by (A) fax and (B) by certified mail postage prepaid. The Series B Conversion/Exchange Notice and certificates, if any, representing such Series B Preferred Units to be converted or exchanged shall be delivered 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.

Any conversion or exchange hereunder shall be effective as of the close of business on the conversion or exchange date. The holders of the converted or exchanged Series B Preferred Units shall be deemed to have surrendered the same to the Partnership or the General Partner, as the case may be, and the Partnership or the General Partner, as the case may be, shall be deemed to have issued Common OP Units or shares of common stock of the General Partner, as applicable, at the close of business on the conversion or exchange date.

(c) Adjustment of Series B Conversion/Exchange Rate.

(i) The conversion/exchange rate is subject to adjustment upon subdivisions, stock splits, stock dividends, combinations and reclassification of the common stock of the General Partner.

(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 General Partner's common 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 B Preferred Unit will thereafter be convertible or 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 the General Partner's common stock or fraction thereof into which one Series B Preferred Unit was convertible or exchangeable immediately prior to such transaction

(d) Limitations on Conversion and Exchange. Notwithstanding Section 17.8(a):

(i) Upon tender of any Series B Preferred Units to the General Partner pursuant to that Section, the General Partner may issue cash in lieu of stock to the extent necessary to prevent the recipient from violating the Ownership Limitations of Section 2 of Article VII of the Charter, or corresponding provisions of any amendment or restatement thereof; and

(ii) A holder of Series B Preferred Units will not have the right to exchange Series B Preferred Units for the General Partner's common stock if (1) in the opinion of counsel for the General Partner, the General Partner would no longer qualify or its status would be seriously compromised as a real estate investment trust under the Internal Revenue Code as a result of such exchange; or (2) such exchange would, in the opinion of counsel for the General Partner, constitute or be likely to constitute a violation of applicable securities laws. In the event of either such occurrence, the General Partner shall purchase such holder's Series B Preferred Units for cash at a purchase price of $100 per Series B Preferred Unit.

(e) Reservation of Common Stock. The General Partner shall at all times reserve and keep available a sufficient number of authorized but unissued shares of common stock to permit the exchange of all of the outstanding Series B Preferred Units pursuant to this Section 17.8.

(f) Payment of Series B Priority Return. On the Series B Cumulative Preferred Unit Distribution Payment Date next following a conversion or exchange date, holders of Series B Preferred Units converted or exchanged on such date shall be entitled to Series B Priority Return in an amount equal to a prorated portion of the Series B Priority Return based on the number of days elapsed from the prior Series B Cumulative Preferred Unit Distribution Payment Date through, but not including, the conversion or exchange date.

SECTION 17.9 NO SINKING FUND. No sinking fund shall be established for the retirement or redemption of Series B Cumulative Preferred Units.

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

9. 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.

10. 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.

11. 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.. a Maryland corporation

By: /s/ Jonathan M. Colman

Name: Jonathan M. Colman
Title: Senior Vice President - Acquisitions

NEW LIMITED PARTNER

RIVER HAVEN VILLAGE, INC., a Michigan corporation

By: /s/ Vern Slagh

Vern Slagh, President

EXHIBIT 10.37

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

THIS ONE HUNDRED FORTY-FIFTH AMENDMENT TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (this "AMENDMENT") is made and entered into as of January 31, 2002, 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"), and BAY AREA LIMITED PARTNERSHIP, a Michigan limited partnership (the "SERIES B-2 PREFERRED PARTNER").

RECITALS

A. The Series B-2 Preferred Partner and the Partnership are parties to that certain Contribution Agreement, of even date herewith (the "Contribution Agreement"), pursuant to which the Series B-2 Preferred Partner has agreed to contribute to the Partnership the Transferred Membership Interests (as defined in the Contribution Agreement) in consideration for the issuance by the Partnership of Series B-2 Preferred Units (as hereinafter defined).

B. 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 forty-four (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.

C. 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, the Series B-2 Preferred Partner has contributed the Transferred Membership Interests, with a net agreed upon value of [$15,000,000], to the Partnership in exchange for the assumption of the Comerica Debt and the Morse Debt (as such terms are defined in the Contribution Agreement) and the issuance to the Series B-2 Preferred Partner of 100,000 Series B-2 Preferred Units. The Series B-2 Preferred Units issued to the Series B-2 Preferred Partner have been duly issued and fully paid. The Series B-2 Preferred Partner is hereby admitted to the Partnership as a new Limited Partner, and by execution of this Amendment the Series B-2 Preferred Partner has agreed to be bound by all of the terms and conditions of the Agreement, as amended hereby, and hereby acknowledges 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, Series A Preferred Units, Series B Preferred Units, Series B-1 Preferred Units and Series B-2 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, (ii) Series A Priority Return, (iii) Series B Priority Return, (iv) Series B-1 Priority Return and (v) Series B-2 Priority Return. No distribution shall be made in respect of Common OP Units while any accrued (i) Preferred Dividends, (ii) Series A Priority Return, (iii) Series B Priority Return, (iv) Series B-1 Priority Return or (v) Series B-2 Priority Return remains unpaid unless all such unpaid amounts are paid simultaneously with such distribution."

3. Section 4.2 (a)(v) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(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, Series B Preferred Units, Series B-1 Preferred Units and Series B-2 Preferred Units pursuant to this Section 4.2(b)(v) for any calendar year shall not exceed the amount of Preferred Dividends, Series B Priority Return, Series B-1 Priority Return and Series B-2 Priority Return, respectively, 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."

4. Section 8.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"8.2 LIQUIDATING DISTRIBUTIONS; RESTORATION OF CAPITAL ACCOUNT DEFICITS

Upon the liquidation of the Partnership or any Partner's interest in the Partnership, within the meaning of the Allocation Regulations:

(a) The capital accounts of the holders of the OP Units shall be adjusted to reflect the manner in which any unrealized income, gain, loss and deduction inherent in the Partnership's property, which has not previously been reflected in the Partners' capital accounts, would be allocated among the Partners if there were a taxable disposition of such property at fair market value on the date of distribution. Any resulting increase in the Partners' capital accounts shall be allocated (i) first to the holders of the Preferred OP Units and Series A Preferred Units in proportions and amounts sufficient to bring their respective capital account balances up to the amount of the Issue Prices of their respective Preferred OP Units and Series A Preferred Units plus accrued and unpaid Preferred Dividends or Series A Priority Return, as the case may be, thereon, (ii) second to the holders of the Series B Cumulative Preferred Units in proportions and amounts sufficient to bring their respective capital account balances up to the amount of the Issue Price of the Series B Cumulative Preferred Units plus accrued and unpaid Series B Priority Return, Series B-1 Priority Return and Series B-2 Priority Return, as applicable, thereon, and (iii)

third (if any) to the Common OP Units. Any resulting decrease in the Partners' capital accounts shall first be allocated (i) first to the holders of the Common OP Units in proportions and amounts sufficient to reduce their respective capital account balances to zero, (ii) second to the holders of Series B Cumulative Preferred Units in proportions and amounts sufficient to reduce their respective capital account balances to zero, (iii) third to the holders of the Preferred OP Units and Series A Preferred Units in proportions and amounts sufficient to reduce their respective capital account balances to zero, and (iv) (if any) to the General Partner. Liquidating distributions shall be made in accordance with the positive capital account balances of the Partners, after giving effect to such adjustment and other capital account adjustments for the current year, as provided in the Allocation Regulations.

5. Section 14. Section 14 of the Agreement is hereby amended as follows:

(a) 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, Series A Preferred Units, Series B Preferred Units, Series B-1 Preferred Units and Series B-2 Preferred Units."

(b) The following new definitions are inserted in Section 14 (Definitions) so as to preserve alphabetical order, and the definition of "Series B Preferred Unit Distribution Payment Date" and "Series B Default" shall be deleted:

"CHANGE IN CONTROL" shall have the meaning set forth therefor in Section 17.5(c) hereof.

"SERIES B-2 ISSUANCE DATE" shall mean January 31, 2002.

"SERIES B-2 PREFERRED PARTNER" means Bay Area Limited Partnership, a Michigan limited partnership, and its successors and permitted assigns.

"SERIES B-2 PREFERRED UNITS" shall have the meaning set forth therefor in Section 17.2 hereof.

"SERIES B-2 PRIORITY RETURN" shall have the meaning set forth therefor in Section 17.1 hereof.

"SERIES B-2 REDEMPTION PRICE" shall mean $45 per Series B-2 Preferred Unit redeemed.

6. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

"17. SERIES B CUMULATIVE PREFERRED UNITS.

SECTION 17.1 DEFINITIONS. The term "SERIES B CUMULATIVE PREFERRED UNITS" shall mean the Series B Preferred Units, the Series B-1 Preferred Units, and the Series B-2 Preferred Units. The term "SERIES B PARITY PREFERRED UNITS" shall mean 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 parity with the Series B Preferred Units, Series B-1 Preferred Units, and Series B-2 Preferred Units with respect to distributions and rights upon voluntary or involuntary liquidation, winding-up or dissolution of the Partnership. The term "SERIES B

PRIORITY RETURN" shall mean an amount equal to (i) 7.0% per annum for the First 24 Month Period, (ii) 7.5% per annum for the Second 24 Month Period, (iii) 8.0% per annum for the First 12 Month Period, and (iv) 9.0% per annum for the Second 12 Month Period (determined on the basis of a 365 day year), of the stated amount of $100.00 per Series B Preferred Unit multiplied by the number of outstanding Series B Preferred Units, cumulative to the extent not distributed for any given distribution period pursuant to Section 4.3 hereof. The term "SERIES B-1 PRIORITY RETURN" shall mean an amount equal to (i) 6.85% per annum commencing on and including the Series B-1 Issuance Date and ending on and including October 15, 2003, (ii) 7.2% per annum commencing on and including October 16, 2003 and ending on and including April 15, 2006, (iii) 7.6% per annum commencing on and including April 16, 2006 and ending on and including April 15, 2008, (iv) 8.36% per annum commencing on and including April 16, 2008 and ending on and including April 15, 2010, and (v) 9.19% per annum thereafter (determined on the basis of a 365 day year), of the stated amount of $100.00 per Series B-1 Preferred Unit multiplied by the number of outstanding Series B-1 Preferred Units, cumulative to the extent not distributed for any given distribution period pursuant to Section 4.3 hereof. The term "SERIES B-2 PRIORITY RETURN" shall mean an amount equal to (i) 6.0% per annum commencing on and including the Series B-2 Issuance Date and ending on and including January 31, 2007, and (ii) 7.0% per annum thereafter (determined on the basis of a 365 day year), of the stated amount of $45.00 per Series B-2 Preferred Unit multiplied by the number of outstanding Series B-2 Preferred Units, cumulative to the extent not distributed for any given distribution period pursuant to Section 4.3 hereof.

SECTION 17.2 DESIGNATION AND NUMBER. A series of OP Units in the Partnership designated as the "Series B Cumulative Preferred Units" is hereby established. Of such Series B Cumulative Preferred Units there shall be designated Series B Preferred Units ("SERIES B PREFERRED UNITS"), Series B-1 Preferred Units ("SERIES B-1 PREFERRED UNITS") and Series B-2 Preferred Units ("SERIES B-2 PREFERRED UNITS"). The number of Series B Preferred Units shall be 35,637, the number of Series B-1 Preferred Units shall be 46,117, and the number of Series B-2 Preferred Units shall be 100,000.

SECTION 17.3 DISTRIBUTIONS.

(a) Payment of Distributions.

(i) Subject to the rights of holders of Series A Preferred Units, Parity Preferred Units, Preferred OP Units and Series B Parity Preferred Units as to the payment of distributions pursuant to Sections 4.3, 8.2 and 16.3 of the Agreement, holders of Series B Preferred Units, Series B-1 Preferred Units and Series B-2 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 B Priority Return, Series B-1 Priority Return, and Series B-2 Priority Return, respectively.

(ii) 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, and (ii) in the event of a redemption of Series B Cumulative Preferred Units, on the redemption date (each a "SERIES B CUMULATIVE PREFERRED UNIT DISTRIBUTION PAYMENT DATE"). The amount of the distribution payable for any period will be computed on the basis of a 365-day year 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 the actual number of days in such quarterly period. If any date on which distributions are to be made on the Series B Cumulative 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 B Cumulative Preferred Units will be made to the holders of record of the Series B Cumulative 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 B Cumulative Preferred Unit Distribution Payment Date.

(b) Distributions Cumulative. Distributions on the Series B Cumulative 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 B Cumulative Preferred Units will accumulate as of the Series B Cumulative 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 B Cumulative Preferred Unit Distribution Payment Date to holders of record of the Series B Cumulative 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 B Cumulative 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 B Cumulative Preferred Units (collectively, "SERIES B 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 B Cumulative Preferred Units, any Series B Parity Preferred Units or any Series B Junior Units, unless, in each case, all distributions accumulated on all Series B Cumulative Preferred Units and all classes and series of outstanding Series B 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 B Cumulative 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 Series B Junior Units or Series B Parity Preferred Units into OP Units of the Partnership ranking junior to the Series B Cumulative 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 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 B Cumulative Preferred Units, all distributions authorized and declared on the Series B Cumulative Preferred Units and all classes or series of outstanding Series B Parity Preferred Units shall be authorized and declared so that the amount of distributions authorized and declared per Series B Cumulative Preferred Unit and such other classes or series of Series B Parity Preferred Units shall in all cases bear to each other the same ratio that accrued distributions per Series B Cumulative Preferred Unit and such other classes or series of Series B Parity Preferred Units (which shall not include any accumulation in respect of unpaid distributions for prior distribution periods if such class or series of Series B Parity Preferred Units do not have cumulative distribution rights) bear to each other.

(iii) The Series B Cumulative Preferred Units and any Series B Parity Preferred Units shall be deemed to be "Junior Units" as defined in Section 16.3(c) hereof, and so long as any Series A Preferred Units or Parity 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 the Series B Cumulative Preferred Units or any Series B Parity Preferred 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 B Cumulative Preferred Units or Series B Parity Preferred 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.

(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 17.3(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 B Cumulative 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 17.4 LIQUIDATION PROCEEDS.

(a) Notice. Written notice of any 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 B Cumulative Preferred Units at the respective

addresses of such holders as the same shall appear on the transfer records of the Partnership.

(b) No Further Rights. After payment of the full amount of the liquidating distributions to which they are entitled pursuant to Section 8.2 hereof, the holders of Series B Cumulative Preferred Units will have no right or claim to any of the remaining assets of the Partnership.

(c) 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 17.5 REDEMPTION.

(a) Series B Preferred

(i) Mandatory Redemption. Subject to the limitations in this Section 17.5, the holders of Series B Preferred Units may request redemption of, and the Partnership shall redeem, for cash, Series B Preferred Units on the following terms and subject to the following conditions:

(A) On May 1, 2003 the holders of Series B Preferred Units may require that the Partnership redeem an aggregate of 10,000 Series B Preferred Units upon not less than sixty (60) days prior written notice, at the Series B Redemption Price.

(B) On May 1, 2004 and May 1, 2005 the holders of Series B Preferred Units may require that the Partnership redeem all outstanding Series B Preferred Units upon not less than sixty (60) days prior written notice at the Series B Redemption Price.

(C) On May 1, 2006, the Partnership shall redeem all outstanding Series B Preferred Units at the Series B Redemption Price.

(ii) Redemption in the Event of a Series B Default. The Partnership shall redeem, for cash, all outstanding Series B Preferred Units at the Series B Redemption Price in the event the Partnership fails to declare and pay on any Series B Cumulative Preferred Unit Distribution Payment Date the Series B Priority Return for any reason including the failure to declare a distribution of the Series B Priority Return (a "SERIES B DEFAULT"). Such redemption shall occur fifteen (15) days after written demand of the holders of Series B Preferred Units is received by the Partnership, provided such notice is received by the Partnership no later than thirty (30) days after the Series B Cumulative Preferred Unit Distribution Payment Date that is the subject of the Series B Default. Failure of the holders of Series B Preferred Units to timely give such notice shall terminate the right of the holders of Series B Preferred Units under this Section

17.5(a)(ii) to demand redemption with respect to the Series B Default to which such notice relates, but shall not effect the rights of the holders of Series B Preferred Units under this Section 17.5(a)(ii) for any subsequent Series B Default.

(iii) Procedures for Redemption.

(A) Notice of redemption will be (x) faxed and (y) mailed by the holders of Series B Preferred Units, by certified mail, postage prepaid, to the Partnership so that notice is received by the Partnership within the periods set forth herein and in accordance with the provisions hereof. Each such notice shall: (1) state the aggregate number of Series B Preferred Units to be redeemed and if fewer than all of the outstanding Series B Preferred Units are to be redeemed, the number of Series B 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 B Preferred Units the total number of Series B Preferred Units held by such holder represents) of the aggregate number of Series B Preferred Units to be redeemed and (2) refer to the specific subsection of this Section 17.5 pursuant to which such redemption is being effected. Any such notice shall be irrevocable.

(B) 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 B Preferred Units being redeemed funds sufficient to pay the Series B Redemption Price and will give irrevocable instructions to such transfer agent and authority to pay such Series B Redemption Price to the holders of the Series B Preferred Units upon surrender of the Series B Preferred Units by such holders at the place designated by the Partnership. If the Series B Preferred Units are evidenced by a certificate and if fewer than all Series B Preferred Units evidenced by any certificate are being redeemed, a new certificate shall be issued upon surrender of the certificate evidencing all Series B Preferred Units, evidencing the unredeemed Series B Preferred Units without cost to the holder thereof. On and after the date of redemption, distributions will cease to accumulate on the Series B Preferred Units or portions thereof called for redemption, unless the Partnership defaults in the payment of the Series B Redemption Price. If any date fixed for redemption of Series B Preferred Units is not a Business Day, then payment of the Series B 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 B Redemption Price is improperly withheld or refused and not paid by the Partnership, distributions on such Series B 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 Series B Redemption Price.

(b) Series B-1 Preferred Units

(i) Mandatory Redemption. Subject to the limitations in this Section 17.5, during the ninety (90) day period immediately following (x) each anniversary of the Series B-1 Issuance Date commencing with the fifth anniversary of the Series B-1 Issuance Date or (y) the Partnership's receipt of notice of Vern Slagh's death, the Series B-1 Preferred Partner may require redemption of, and the Partnership shall redeem, for cash, at the Series B-1 Redemption Price, all, but not less than all, of the Series B-1 Preferred Partner's Series B-1 Preferred Units upon not less than sixty (60) days' prior written notice to the Partnership.

(ii) Optional Redemption. At any time after the expiration of the Election Periods, as defined in (b)(i) above, immediately following the eleventh anniversary of the Series B-1 Issuance Date, the Partnership may redeem all outstanding Series B-1 Preferred Units at the Series B-1 Redemption Price upon not less than fifteen (15) days' prior written notice to the Series B-1 Preferred Partner.

(iii) Procedures for Redemption.

(A) Notice of redemption will be (x) faxed and (y) mailed by the Series B-1 Preferred Partner, by certified mail, postage prepaid, to the Partnership so that notice is received by the Partnership within the periods set forth herein and in accordance with the provisions hereof. Any such notice shall be irrevocable.

(B) 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 B-1 Preferred Partner funds sufficient to pay the Series B-1 Redemption Price and will give irrevocable instructions to such transfer agent and authority to pay such Series B-1 Redemption Price to the Series B-1 Preferred Partner upon surrender of the Series B-1 Preferred Units by the Series B-1 Preferred Partner at the place designated by the Partnership. On and after the date of redemption, distributions will cease to accumulate on the Series B-1 Preferred Units, unless the Partnership defaults in the payment of the Series B-1 Redemption Price. If any date fixed for redemption of Series B-1 Preferred Units is not a Business Day, then payment of the Series B-1 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 B-1 Redemption Price is improperly withheld or refused and

not paid by the Partnership, distributions on such Series B-1 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 Series B-1 Redemption Price.

(c) Series B-2 Preferred Units

(i) Mandatory Redemption. Subject to the limitations in this Section 17.5, during the ninety (90) day period immediately following (x) the fifth (5th) anniversary of the Series B-2 Issuance Date, or (y) the death of James A. Morse, or (z) the occurrence of a Change of Control (as defined below), the Series B-2 Preferred Partner may require redemption of, and the Partnership shall redeem, for cash, at the Series B-2 Redemption Price plus all accrued but unpaid amounts of Series B-2 Priority Return, all, but not less than all, of the Series B-2 Preferred Partner's Series B-2 Preferred Units upon not less than thirty (30) days' prior written notice to the Partnership. Notwithstanding the foregoing, however, the Series B-2 Preferred Partner shall have no right to put the Series B-2 Preferred Units to the Partnership under clauses (y) or (z) of this Section 17.5(c) prior to the fifth (5th) anniversary of the Series B-2 Issuance Date. For purposes of this Section 17.5, the term "CHANGE OF CONTROL" means a sale of all or substantially all of the Partnership's assets, or any merger or consolidation of the Partnership with or into another entity other than a merger or consolidation in which the holders of more than fifty-percent (50%) of the voting securities of the Partnership outstanding immediately prior to such transaction continue to hold (either by the voting securities remaining outstanding or by their being converted into voting securities of the surviving entity) more than fifty percent (50%) of the total voting power represented by the voting securities of the Partnership, or such surviving entity, outstanding immediately after such transaction.

(ii) Procedures for Redemption.

(A) Notice of redemption will be (x) faxed and (y) mailed by the Series B-2 Preferred Partner, by certified mail, postage prepaid, to the Partnership so that notice is received by the Partnership within the periods set forth herein and in accordance with the provisions hereof. Any such notice shall be irrevocable.

(B) 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 B-2 Preferred Partner funds sufficient to pay the Series B-2 Redemption Price and will give irrevocable instructions to such transfer agent and authority to pay such Series B-2 Redemption Price to the Series B-2 Preferred Partner upon surrender of the Series B-2 Preferred Units by the Series B-2 Preferred Partner at the place designated by the Partnership. On and after the date of redemption, distributions will cease to accumulate on the Series B-2 Preferred Units, unless the Partnership defaults in the payment of the Series B-2 Redemption Price. If any date fixed for redemption of Series B-2

Preferred Units is not a Business Day, then payment of the Series B-2 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 B-2 Redemption Price is improperly withheld or refused and not paid by the Partnership, distributions on such Series B-2 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 Series B-2 Redemption Price.

(d) Limitations on Redemption. Any redemption pursuant to this Section 17.5 is subject to and limited by the provisions of Section 16.3(c)(i) hereof.

SECTION 17.6 VOTING RIGHTS. Holders of the Series B Cumulative Preferred Units will not have any voting rights or right to consent to any matter requiring the consent or approval of the Limited Partners.

SECTION 17.7 TRANSFER RESTRICTIONS. The Series B Cumulative Preferred Units shall be subject to the provisions of Section 9 of the Agreement.

SECTION 17.8 CONVERSION AND EXCHANGE RIGHTS.

(a) Series B Preferred Units. The holders of Series B Preferred Units shall be entitled to convert Series B Preferred Units into Common OP Units or exchange Series B Preferred Units for shares of the General Partner's common stock, at their option, on the following terms and subject to the following conditions:

(i) On May 1, 2002, the holders of Series B Preferred Units may convert an aggregate of 10,000 Series B Preferred Units into 22,727 Common OP Units or exchange an aggregate of 10,000 Series B Preferred Units for 22,727 shares of the General Partner's common stock, or any combination thereof at conversion or exchange rate of 2.272727 Common OP Units or shares of the General Partner's common stock, as the case may be, for each Series B Preferred Unit (rounded to the lower whole number), at their option, provided the General Partner has received at least sixty (60) days prior written notice of such conversion or exchange, such notice to specify the number of Common OP Units and number of shares of the General Partner's common stock to which the Series B Preferred Units are to be converted or exchanged.

(ii) On each of May 1, 2003, May 1, 2004, May 1, 2005 and May 1, 2006, the holders of Series B Preferred Units may convert all or any portion (but not less than 10,000) Series B Preferred Units to Common OP Units or exchange all or any portion (but not less than 10,000) Series B Preferred Units for shares of the General Partner's common stock, at their option, at a conversion and exchange rate of 2.272727 Common OP Units or shares of the General Partner's common stock, as the case may be, for each Series B Preferred Unit (rounded to the lower whole number), provided the General Partner has received at least sixty (60) days prior written notice of such conversion or exchange, such notice to specify the number of Common OP Units and number of shares

of the General Partner's common stock to which the Series B Preferred Units are to be converted or exchanged.

(iii) The conversion/exchange rate is subject to adjustment upon subdivisions, stock splits, stock dividends, combinations and reclassification of the common stock of the General Partner.

(iv) 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 General Partner's common 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 B Preferred Unit will thereafter be convertible or 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 the General Partner's common stock or fraction thereof into which one Series B Preferred Unit was convertible or exchangeable immediately prior to such transaction.

(v) Limitations on Conversion and Exchange. Notwithstanding anything to the contrary in this Section 17.8(a):

(A) Upon tender of any Series B Preferred Units to the General Partner pursuant to that Section, the General Partner may issue cash in lieu of stock to the extent necessary to prevent the recipient from violating the Ownership Limitations of Section 2 of Article VII of the Charter, or corresponding provisions of any amendment or restatement thereof; and

(B) A holder of Series B Preferred Units will not have the right to exchange Series B Preferred Units for the General Partner's common stock if (1) in the opinion of counsel for the General Partner, the General Partner would no longer qualify or its status would be seriously compromised as a real estate investment trust under the Internal Revenue Code as a result of such exchange; or (2) such exchange would, in the opinion of counsel for the General Partner, constitute or be likely to constitute a violation of applicable securities laws. In the event of either such occurrence, the General Partner shall purchase such holder's Series B Preferred Units for cash at a purchase price of $100 per Series B Preferred Unit.

(vi) Reservation of Common Stock. The General Partner shall at all times reserve and keep available a sufficient number of authorized but unissued shares of common stock to permit the exchange of all of the outstanding Series B Preferred Units pursuant to this Section 17.8.

(b) Series B-2 Preferred Units. The holders of Series B-2 Preferred Units shall be entitled to convert all, or any portion, of the Series B-2 Preferred Units into Common OP Units during the ninety (90) day period immediately following the third (3rd) anniversary of the Series B-2 Issuance Date, at a conversion price of $45.00 for each Series B-2 Preferred Unit, provided the General Partner has received at least thirty (30) days prior

written notice of such conversion, such notice to specify the number of Common OP Units into which the Series B-2 Preferred Units are to be converted.

(c) Procedure for Conversion or Exchange.

(i) Any conversion or exchange described in Section 17.8(a) or (b) above, shall be exercised pursuant to a notice of conversion or exchange (the "SERIES B AND SERIES B-2 CONVERSION/EXCHANGE NOTICE") delivered to the General Partner by the holder who is exercising such conversion or exchange right, by (A) fax and (B) by certified mail postage prepaid. The Series B and Series B-2 Conversion/Exchange Notice and certificates, if any, representing such Series B Preferred Units or Series B-2 Preferred Units, as applicable, to be converted or exchanged shall be delivered to the office of the General Partner maintained for such purpose. Currently, such office is:

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

Any conversion or exchange hereunder shall be effective as of the close of business on the conversion or exchange date. The holders of the converted or exchanged Series B Preferred Units and Series B-2 Preferred Units shall be deemed to have surrendered the same to the Partnership or the General Partner, as the case may be, and the Partnership or the General Partner, as the case may be, shall be deemed to have issued Common OP Units or shares of common stock of the General Partner, as applicable, at the close of business on the conversion or exchange date.

(d) Payment of Series B and the Series B-2 Priority Return. On the Series B Cumulative Preferred Unit Distribution Payment Date next following a conversion or exchange date, the holders of Series B Preferred Units or Series B-2 Preferred Units, as applicable, which converted or exchanged on such date shall be entitled to Series B Priority Return or Series B-2 Priority Return, respectively, in an amount equal to a prorated portion of the Series B Priority Return or the Series B-2 Priority Return, as applicable, based on the number of days elapsed from the prior Series B Cumulative Preferred Unit Distribution Payment Date through, but not including, the conversion or exchange date.

SECTION 17.9 NO SINKING FUND. No sinking fund shall be established for the retirement or redemption of Series B Cumulative Preferred Units.

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

8. 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.

9. 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.

10. 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. Reproductions (photographic, facsimile or

otherwise) of this Amendment may be made and relied upon to the same extent as though such reproduction was an original.

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

GENERAL PARTNER:

SUN COMMUNITIES, INC., a Maryland corporation

By: /s/ Jeffrey P. Jorissen

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

SERIES B-2 PREFERRED PARTNER:

BAY AREA LIMITED PARTNERSHIP, a Michigan limited partnership

By: JAM Management Company, a Michigan corporation, General Partner

By: /s/ James A. Morse

James A. Morse, President

EXHIBIT 10.38

SUN COMMUNITIES, INC.
AMENDED AND RESTATED 1993 STOCK OPTION PLAN
RESTRICTED STOCK AWARD AGREEMENT

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, as of March 30, 2001 (the "Date of Grant"), to Employee Twenty-eight Thousand Two Hundred Ninety-two (28,292) 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. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Plan.

I. RECEIPT AND DELIVERY OF SHARES

Until such time as the Shares vest in accordance with Section II below, the stock certificate or certificates evidencing the Shares shall be registered in the name of Employee but held in escrow by the Company. As soon as practicable after the date upon which any Shares vest, the Company shall deliver to Employee a certificate or certificates representing such vested Shares, registered in the name of Employee.

II. VESTING SCHEDULE

(a) Subject to the restrictions and conditions set forth in the Plan, the Shares shall vest as follows:

(i) thirty-five percent (35%) of the Shares vest on March 30, 2005;
(ii) thirty-five percent (35%) of the Shares vest on March 30, 2006;
(iii) twenty percent (20%) of the Shares vest on March 30, 2007;
(iv) five percent (5%) of the Shares vest on March 30, 2008; and
(v) five percent (5%) of the Shares vest on March 30, 2011.

(b) In the event of Employee's Termination of Employment at any time for any reason other than the death or Disability (as defined below) of Employee, all unvested Shares shall be automatically forfeited to the Company and, accordingly, Employee shall forfeit all right, title and interest in and to such forfeited Shares. For purposes hereof, "Disability" shall mean physical or mental incapacity for an aggregate period of at least 90 days within any period of 365 consecutive days.

(c) Notwithstanding anything to the contrary herein, upon the death or Disability of Employee or the occurrence of a Change of Control Event, all unvested Shares shall immediately become fully vested.

III. RESTRICTIONS ON SHARES

Until a Share vests pursuant to Section II above, it shall not be liable for the debts, contracts or obligations of Employee nor be subject to disposition by assignment, transfer, sale, alienation, pledge, encumbrance or any other means, whether such disposition is voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or other legal or equitable proceeding (including bankruptcy), and any attempted disposition thereof shall be null and void and of no force or effect; provided, however, that this Section III does not prevent transfers by will or by the applicable laws of descent and distribution, or pursuant to the terms of a Qualified Domestic Relations Order.

IV. RIGHTS AS A STOCKHOLDER

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 Shares, including the right to vote such Shares and to receive dividends and other distributions payable with respect to such 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 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 Shares.

V. REGISTRATION

Subject to the other terms and conditions of this Agreement, the Shares may be offered and sold by Employee only if such stock is registered for resale under the Securities Act of 1933, as amended (the "Securities Act"), or if an exemption from registration under the Securities Act is available. Employee acknowledges and agrees: (a) that the Company has no obligation to effect such registration; (b) not to offer or sell the Shares unless and until such stock is registered for resale under the Securities Act or an exemption from registration is available; and (c) that the Shares were acquired for his own account for investment and not with a view to, or for sale in connection with, the distribution of any part thereof.

VI. NO RIGHT TO EMPLOYMENT CONFERRED

Nothing in this Agreement or the Plan shall confer upon Employee any right to continue in employment with the Company or a subsidiary or interfere in any way with the right of the Company or any subsidiary to terminate such person's employment at any time.

VII. MISCELLANEOUS

(a) In accordance with the terms of the Plan, the Company is entitled to withhold (or secure payment from Employee in lieu of withholding) the amount of any withholding or other tax required by law to be withheld or paid by the Company with respect to the award or issuance of the Shares. Employee understands that the taxable income recognized by Employee as a result of the award of the Shares would be affected by a decision by Employee to make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "83(b) Election"), with respect to the Shares within thirty (30) days after the Date of Grant. Employee acknowledges and agrees that he will have the sole responsibility for determining whether to make an 83(b) Election with respect to the

Shares and for properly making such election and filing such election with the relevant taxing authorities on a timely basis.

(b) If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue to be in full force and effect to the maximum extent permitted by law. If the implementation or presence of any provision of this Agreement would or will cause the Plan and thereby the Shares purchased thereunder to not be in compliance with Rule 16b-3 under the Securities Exchange Act of 1934, as amended, or any other statutory provision, such Agreement provision shall not be implemented or, at the Company's option following notice, such provision shall be severed from the Agreement as is appropriate or necessary to achieve statutory compliance; provided, however, that the parties hereby agree to negotiate in good faith as may be necessary to modify this Agreement to achieve statutory compliance or otherwise effectuate the intent of the parties following a severance permitted by this Section VII(b).

(c) Any notice required to be given hereunder to the Company shall be addressed to the Chief Financial Officer, Sun Communities, Inc., 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334, and any notice required to be given to Employee shall be sent to Employee's address as shown on the records of the Company.

(d) This instrument contains the entire Agreement of the parties and may only be amended by written agreement executed by the parties hereto.

(e) This Agreement is made and entered into in, and shall be construed and enforced in accordance with the laws of, the State of Michigan.

IN WITNESS WHEREOF, this Restricted Stock Award Agreement is hereby executed as of March 30, 2001.

"COMPANY"

SUN COMMUNITIES, INC., a Maryland corporation

By: /s/ Jeffrey P. Jorissen

Jeffrey P. Jorissen, Chief Financial Officer

"EMPLOYEE"

/s/ Gary A. Shiffman

Gary A. Shiffman

SUN COMMUNITIES, INC.
AMENDED AND RESTATED 1993 STOCK OPTION PLAN
RESTRICTED STOCK AWARD AGREEMENT

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, as of March 30, 2001 (the "Date of Grant"), to Employee Thirty-eight Thousand Two Hundred Ninety (38,290) 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. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Plan.

I. RECEIPT AND DELIVERY OF SHARES

Until such time as the Shares vest in accordance with Section II below, the stock certificate or certificates evidencing the Shares shall be registered in the name of Employee but held in escrow by the Company. As soon as practicable after the date upon which any Shares vest, the Company shall deliver to Employee a certificate or certificates representing such vested Shares, registered in the name of Employee.

II. VESTING SCHEDULE

(a) Subject to the restrictions and conditions set forth in the Plan, the Shares shall vest as follows:

(i) thirty-five percent (35%) of the Shares vest on March 30, 2005;
(ii) thirty-five percent (35%) of the Shares vest on March 30, 2006;
(iii) twenty percent (20%) of the Shares vest on March 30, 2007;
(iv) five percent (5%) of the Shares vest on March 30, 2008; and
(v) five percent (5%) of the Shares vest on March 30, 2011.

(b) In the event of Employee's Termination of Employment at any time for any reason other than the death or Disability (as defined below) of Employee, all unvested Shares shall be automatically forfeited to the Company and, accordingly, Employee shall forfeit all right, title and interest in and to such forfeited Shares. For purposes hereof, "Disability" shall mean physical or mental incapacity for an aggregate period of at least 90 days within any period of 365 consecutive days.

(c) Notwithstanding anything to the contrary herein, upon the death or Disability of Employee or the occurrence of a Change of Control Event, all unvested Shares shall immediately become fully vested.

III. RESTRICTIONS ON SHARES

Until a Share vests pursuant to Section II above, it shall not be liable for the debts, contracts or obligations of Employee nor be subject to disposition by assignment, transfer, sale, alienation, pledge, encumbrance or any other means, whether such disposition is voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or other legal or equitable proceeding (including bankruptcy), and any attempted disposition thereof shall be null and void and of no force or effect; provided, however, that this Section III does not prevent transfers by will or by the applicable laws of descent and distribution, or pursuant to the terms of a Qualified Domestic Relations Order.

IV. RIGHTS AS A STOCKHOLDER

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 Shares, including the right to vote such Shares and to receive dividends and other distributions payable with respect to such 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 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 Shares.

V. REGISTRATION

Subject to the other terms and conditions of this Agreement, the Shares may be offered and sold by Employee only if such stock is registered for resale under the Securities Act of 1933, as amended (the "Securities Act"), or if an exemption from registration under the Securities Act is available. Employee acknowledges and agrees: (a) that the Company has no obligation to effect such registration; (b) not to offer or sell the Shares unless and until such stock is registered for resale under the Securities Act or an exemption from registration is available; and (c) that the Shares were acquired for his own account for investment and not with a view to, or for sale in connection with, the distribution of any part thereof.

VI. NO RIGHT TO EMPLOYMENT CONFERRED

Nothing in this Agreement or the Plan shall confer upon Employee any right to continue in employment with the Company or a subsidiary or interfere in any way with the right of the Company or any subsidiary to terminate such person's employment at any time.

VII. MISCELLANEOUS

(a) In accordance with the terms of the Plan, the Company is entitled to withhold (or secure payment from Employee in lieu of withholding) the amount of any withholding or other tax required by law to be withheld or paid by the Company with respect to the award or issuance of the Shares. Employee understands that the taxable income recognized by Employee as a result of the award of the Shares would be affected by a decision by Employee to make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "83(b) Election"), with respect to the Shares within thirty (30) days after the Date of Grant. Employee acknowledges and agrees that he will have the sole responsibility for determining whether to make an 83(b) Election with respect to the

Shares and for properly making such election and filing such election with the relevant taxing authorities on a timely basis.

(b) If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue to be in full force and effect to the maximum extent permitted by law. If the implementation or presence of any provision of this Agreement would or will cause the Plan and thereby the Shares purchased thereunder to not be in compliance with Rule 16b-3 under the Securities Exchange Act of 1934, as amended, or any other statutory provision, such Agreement provision shall not be implemented or, at the Company's option following notice, such provision shall be severed from the Agreement as is appropriate or necessary to achieve statutory compliance; provided, however, that the parties hereby agree to negotiate in good faith as may be necessary to modify this Agreement to achieve statutory compliance or otherwise effectuate the intent of the parties following a severance permitted by this Section VII(b).

(c) Any notice required to be given hereunder to the Company shall be addressed to the Chief Financial Officer, Sun Communities, Inc., 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334, and any notice required to be given to Employee shall be sent to Employee's address as shown on the records of the Company.

(d) This instrument contains the entire Agreement of the parties and may only be amended by written agreement executed by the parties hereto.

(e) This Agreement is made and entered into in, and shall be construed and enforced in accordance with the laws of, the State of Michigan.

IN WITNESS WHEREOF, this Restricted Stock Award Agreement is hereby executed as of March 30, 2001.

"COMPANY"

SUN COMMUNITIES, INC., a Maryland corporation

By: /s/ Gary A. Shiffman

Gary A. Shiffman, President and
Chief Executive Officer

"EMPLOYEE"

/s/ Jeffrey P. Jorissen

Jeffrey P. Jorissen

EXHIBIT 10.40

SUN COMMUNITIES, INC.
AMENDED AND RESTATED 1993 STOCK OPTION PLAN
RESTRICTED STOCK AWARD AGREEMENT

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 Jonathan M. Colman ("Employee"), hereby grants, as of March 30, 2001 (the "Date of Grant"), to Employee Ten Thousand Three Hundred Forty (10,340) 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. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Plan.

I. RECEIPT AND DELIVERY OF SHARES

Until such time as the Shares vest in accordance with Section II below, the stock certificate or certificates evidencing the Shares shall be registered in the name of Employee but held in escrow by the Company. As soon as practicable after the date upon which any Shares vest, the Company shall deliver to Employee a certificate or certificates representing such vested Shares, registered in the name of Employee.

II. VESTING SCHEDULE

(a) Subject to the restrictions and conditions set forth in the Plan, the Shares shall vest as follows:

(i) thirty-five percent (35%) of the Shares vest on March 30, 2005;
(ii) thirty-five percent (35%) of the Shares vest on March 30, 2006;
(iii) twenty percent (20%) of the Shares vest on March 30, 2007;
(iv) five percent (5%) of the Shares vest on March 30, 2008; and
(v) five percent (5%) of the Shares vest on March 30, 2011.

(b) In the event of Employee's Termination of Employment at any time for any reason other than the death or Disability (as defined below) of Employee, all unvested Shares shall be automatically forfeited to the Company and, accordingly, Employee shall forfeit all right, title and interest in and to such forfeited Shares. For purposes hereof, "Disability" shall mean physical or mental incapacity for an aggregate period of at least 90 days within any period of 365 consecutive days.

(c) Notwithstanding anything to the contrary herein, upon the death or Disability of Employee or the occurrence of a Change of Control Event, all unvested Shares shall immediately become fully vested.

III. RESTRICTIONS ON SHARES

Until a Share vests pursuant to Section II above, it shall not be liable for the debts, contracts or obligations of Employee nor be subject to disposition by assignment, transfer, sale, alienation, pledge, encumbrance or any other means, whether such disposition is voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or other legal or equitable proceeding (including bankruptcy), and any attempted disposition thereof shall be null and void and of no force or effect; provided, however, that this Section III does not prevent transfers by will or by the applicable laws of descent and distribution, or pursuant to the terms of a Qualified Domestic Relations Order.

IV. RIGHTS AS A STOCKHOLDER

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 Shares, including the right to vote such Shares and to receive dividends and other distributions payable with respect to such 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 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 Shares.

V. REGISTRATION

Subject to the other terms and conditions of this Agreement, the Shares may be offered and sold by Employee only if such stock is registered for resale under the Securities Act of 1933, as amended (the "Securities Act"), or if an exemption from registration under the Securities Act is available. Employee acknowledges and agrees: (a) that the Company has no obligation to effect such registration; (b) not to offer or sell the Shares unless and until such stock is registered for resale under the Securities Act or an exemption from registration is available; and (c) that the Shares were acquired for his own account for investment and not with a view to, or for sale in connection with, the distribution of any part thereof.

VI. NO RIGHT TO EMPLOYMENT CONFERRED

Nothing in this Agreement or the Plan shall confer upon Employee any right to continue in employment with the Company or a subsidiary or interfere in any way with the right of the Company or any subsidiary to terminate such person's employment at any time.

VII. MISCELLANEOUS

(a) In accordance with the terms of the Plan, the Company is entitled to withhold (or secure payment from Employee in lieu of withholding) the amount of any withholding or other tax required by law to be withheld or paid by the Company with respect to the award or issuance of the Shares. Employee understands that the taxable income recognized by Employee as a result of the award of the Shares would be affected by a decision by Employee to make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "83(b) Election"), with respect to the Shares within thirty (30) days after the Date of Grant. Employee acknowledges and agrees that he will have the sole responsibility for determining whether to make an 83(b) Election with respect to the

Shares and for properly making such election and filing such election with the relevant taxing authorities on a timely basis.

(b) If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue to be in full force and effect to the maximum extent permitted by law. If the implementation or presence of any provision of this Agreement would or will cause the Plan and thereby the Shares purchased thereunder to not be in compliance with Rule 16b-3 under the Securities Exchange Act of 1934, as amended, or any other statutory provision, such Agreement provision shall not be implemented or, at the Company's option following notice, such provision shall be severed from the Agreement as is appropriate or necessary to achieve statutory compliance; provided, however, that the parties hereby agree to negotiate in good faith as may be necessary to modify this Agreement to achieve statutory compliance or otherwise effectuate the intent of the parties following a severance permitted by this Section VII(b).

(c) Any notice required to be given hereunder to the Company shall be addressed to the Chief Financial Officer, Sun Communities, Inc., 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334, and any notice required to be given to Employee shall be sent to Employee's address as shown on the records of the Company.

(d) This instrument contains the entire Agreement of the parties and may only be amended by written agreement executed by the parties hereto.

(e) This Agreement is made and entered into in, and shall be construed and enforced in accordance with the laws of, the State of Michigan.

IN WITNESS WHEREOF, this Restricted Stock Award Agreement is hereby executed as of March 30, 2001.

"COMPANY"

SUN COMMUNITIES, INC., a Maryland corporation

By: /s/ Jeffrey P. Jorissen

Jeffrey P. Jorissen, Chief Financial Officer

"EMPLOYEE"

/s/ Jonathan M. Colman

Jonathan M. Colman

EXHIBIT 10.41

SUN COMMUNITIES, INC.
AMENDED AND RESTATED 1993 STOCK OPTION PLAN
RESTRICTED STOCK AWARD AGREEMENT

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 Brian W. Fannon ("Employee"), hereby grants, as of March 30, 2001 (the "Date of Grant"), to Employee Twenty Thousand (20,000) 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. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Plan.

I. RECEIPT AND DELIVERY OF SHARES

Until such time as the Shares vest in accordance with Section II below, the stock certificate or certificates evidencing the Shares shall be registered in the name of Employee but held in escrow by the Company. As soon as practicable after the date upon which any Shares vest, the Company shall deliver to Employee a certificate or certificates representing such vested Shares, registered in the name of Employee.

II. VESTING SCHEDULE

(a) Subject to the restrictions and conditions set forth in the Plan, the Shares shall vest as follows:

(i) thirty-five percent (35%) of the Shares vest on March 30, 2005;
(ii) thirty-five percent (35%) of the Shares vest on March 30, 2006;
(iii) twenty percent (20%) of the Shares vest on March 30, 2007;
(iv) five percent (5%) of the Shares vest on March 30, 2008; and
(v) five percent (5%) of the Shares vest on March 30, 2011.

(b) In the event of Employee's Termination of Employment at any time for any reason other than the death or Disability (as defined below) of Employee, all unvested Shares shall be automatically forfeited to the Company and, accordingly, Employee shall forfeit all right, title and interest in and to such forfeited Shares. For purposes hereof, "Disability" shall mean physical or mental incapacity for an aggregate period of at least 90 days within any period of 365 consecutive days.

(c) Notwithstanding anything to the contrary herein, upon the death or Disability of Employee or the occurrence of a Change of Control Event, all unvested Shares shall immediately become fully vested.

III. RESTRICTIONS ON SHARES

Until a Share vests pursuant to Section II above, it shall not be liable for the debts, contracts or obligations of Employee nor be subject to disposition by assignment, transfer, sale, alienation, pledge, encumbrance or any other means, whether such disposition is voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or other legal or equitable proceeding (including bankruptcy), and any attempted disposition thereof shall be null and void and of no force or effect; provided, however, that this Section III does not prevent transfers by will or by the applicable laws of descent and distribution, or pursuant to the terms of a Qualified Domestic Relations Order.

IV. RIGHTS AS A STOCKHOLDER

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 Shares, including the right to vote such Shares and to receive dividends and other distributions payable with respect to such 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 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 Shares.

V. REGISTRATION

Subject to the other terms and conditions of this Agreement, the Shares may be offered and sold by Employee only if such stock is registered for resale under the Securities Act of 1933, as amended (the "Securities Act"), or if an exemption from registration under the Securities Act is available. Employee acknowledges and agrees: (a) that the Company has no obligation to effect such registration; (b) not to offer or sell the Shares unless and until such stock is registered for resale under the Securities Act or an exemption from registration is available; and (c) that the Shares were acquired for his own account for investment and not with a view to, or for sale in connection with, the distribution of any part thereof.

VI. NO RIGHT TO EMPLOYMENT CONFERRED

Nothing in this Agreement or the Plan shall confer upon Employee any right to continue in employment with the Company or a subsidiary or interfere in any way with the right of the Company or any subsidiary to terminate such person's employment at any time.

VII. MISCELLANEOUS

(a) In accordance with the terms of the Plan, the Company is entitled to withhold (or secure payment from Employee in lieu of withholding) the amount of any withholding or other tax required by law to be withheld or paid by the Company with respect to the award or issuance of the Shares. Employee understands that the taxable income recognized by Employee as a result of the award of the Shares would be affected by a decision by Employee to make an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "83(b) Election"), with respect to the Shares within thirty (30) days after the Date of Grant. Employee acknowledges and agrees that he will have the sole responsibility for determining whether to make an 83(b) Election with respect to the

Shares and for properly making such election and filing such election with the relevant taxing authorities on a timely basis.

(b) If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue to be in full force and effect to the maximum extent permitted by law. If the implementation or presence of any provision of this Agreement would or will cause the Plan and thereby the Shares purchased thereunder to not be in compliance with Rule 16b-3 under the Securities Exchange Act of 1934, as amended, or any other statutory provision, such Agreement provision shall not be implemented or, at the Company's option following notice, such provision shall be severed from the Agreement as is appropriate or necessary to achieve statutory compliance; provided, however, that the parties hereby agree to negotiate in good faith as may be necessary to modify this Agreement to achieve statutory compliance or otherwise effectuate the intent of the parties following a severance permitted by this Section VII(b).

(c) Any notice required to be given hereunder to the Company shall be addressed to the Chief Financial Officer, Sun Communities, Inc., 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334, and any notice required to be given to Employee shall be sent to Employee's address as shown on the records of the Company.

(d) This instrument contains the entire Agreement of the parties and may only be amended by written agreement executed by the parties hereto.

(e) This Agreement is made and entered into in, and shall be construed and enforced in accordance with the laws of, the State of Michigan.

IN WITNESS WHEREOF, this Restricted Stock Award Agreement is hereby executed as of March 30, 2001.

"COMPANY"

SUN COMMUNITIES, INC., a Maryland corporation

By: /s/ Jeffrey P. Jorissen

Jeffrey P. Jorissen, Chief Financial Officer

"EMPLOYEE"

/s/ Brian W. Fannon

Brian W. Fannon

AMENDED AND RESTATED SUBORDINATED LOAN AGREEMENT

THIS AMENDED AND RESTATED SUBORDINATED LOAN AGREEMENT (as amended from time to time, the "Agreement") is made and entered into as of this 1st day of February, 2002 by and among ORIGEN FINANCIAL, INC., a Virginia corporation ("Origen Inc."), whose address is 260 East Brown Street, Suite 200, Birmingham, Michigan 48009, ORIGEN FINANCIAL, L.L.C., a Delaware limited liability company ("Origen LLC" and together with Origen Inc., the "Borrowers"), whose address is 260 East Brown Street, Suite 200, Birmingham, Michigan 48009, and SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership ("Lender"), whose address is 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334.

RECITAL:

A. Lender previously extended a $4,000,000 term loan (the "$4 Million Loan"), a $50,000,000 subordinated demand line of credit (the "$50 Million Line of Credit"), and a $10,000,000 subordinated demand line of credit (the "$10 Million Line of Credit," and together with the $4 Million Loan and the $50 Million Line of Credit, the "Existing Sun Loans") to Bingham Financial Services Corporation ("Bingham").

B. Under an Assignment and Assumption Agreement dated December 18, 2001, Origen Inc. assumed Bingham's debts to Lender under the Existing Sun Loans.

C. Effective December 18, 2001, Origen Inc. fully repaid the $4 Million Loan and the note evidencing such loan was cancelled, the note evidencing the $10 Million Line of Credit was cancelled, and Origen Inc. partially repaid the $50 Million Line of Credit.

D. Pursuant to a Subordinated Loan Agreement dated December 18, 2001, as amended by the First Amendment to Subordinated Loan Agreement dated January 1, 2002 (collectively, the "Original Loan Agreement"), Origen Inc. and Lender amended and restated the $50 Million Line of Credit (as amended and restated, the "Loan") to reflect the substitution of Origen Inc. as borrower, to reflect the partial payment of the Loan and to amend the terms of the Loan, in accordance with the terms and conditions set forth in the Original Loan Agreement.

E. Lender and Borrowers desire to amend and restate the Original Loan Agreement in its entirety in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. LOAN. The $50 Million Line of Credit is hereby amended and restated to provide the following terms:

Type of Loan:	Line of Credit
Interest Rate:	700 basis points over LIBOR, but not less than eleven percent (11%) per annum, or in excess of fifteen percent (15%) per annum
Note Amount:	$17,500,000
Maturity:	December 18, 2002
Fees:	$150,000

The Loan and any amendments, extensions, renewals, or refinancing thereof are subject to this Agreement. Notwithstanding the foregoing, the Note Amount of the Loan as set forth above shall

be reduced to $12,500,000 upon the earlier of (i) June 30, 2002, and (ii) the closing date of Borrowers' next securitization of manufactured home loans.

2. LINE OF CREDIT LOAN. Provided the Existing Sun Loans are paid in full prior to or contemporaneous with the execution of this Agreement, and that no Event of Default exists and no Event of Default will be caused by any draw under the Loan, Lender agrees to loan to Borrowers, from time to time up to the Note Amount (as described above), in increments determined at Lender's discretion and in accordance with the terms of the Second Amended and Restated Promissory Note dated February 1, 2002 made by Borrowers in connection with the Loan and attached to this Agreement as EXHIBIT A. The Second Amended Note shall replace the First Amended Promissory Note dated January 1, 2002 executed by Origen Inc. in connection with the Original Loan Agreement. Notwithstanding anything to the contrary herein, Lender's obligation to make any advance to Borrower under the Loan shall automatically: (a) cease and terminate upon the maturity date stated in the Second Amended Note; and (b) suspend upon any earlier occurrence of an Event of Default unless and until waived by Lender in writing.

3. BORROWER'S REPRESENTATIONS AND WARRANTIES. Each Borrower, jointly and severally, represents and warrants to Lender, all of which representations and warranties shall be continuing until the Loan is fully paid and Borrowers' obligations under this Agreement and the Related Documents are fully performed, as follows:

A. Borrowers' Existence and Authority. Origen Inc. is a Virginia corporation, Origen LLC is a Delaware limited liability company, and the person executing this Agreement on behalf of each Borrower has full power and complete authority to execute this Agreement and all Related Documents on behalf of such Borrower, and this Agreement and the Related Documents are valid, binding and enforceable against each Borrower.

B. Financial Information. All financial information provided to Lender has been prepared and will continue to be prepared in accordance with generally accepted accounting principles ("GAAP"), consistently applied, and fully and fairly presents the financial condition of Borrowers as of the date or for the operating period thereof. There has been no material adverse change in either Borrower's business, property, or financial condition since the date of Borrowers' latest Financial Statements provided to Lender.

C. No Litigation/No Misrepresentations. There are no civil or criminal proceedings pending before any court, government agency, arbitration panel, or administrative tribunal or, to Borrowers' knowledge, threatened against Borrowers, which may result in any material adverse change in the business, property, or financial condition of either Borrower. All representations and warranties in this Agreement and the Related Documents are true and correct and no material fact has been omitted.

4. AFFIRMATIVE COVENANTS. As of the date of this Agreement and continuing until all of Borrowers' obligations under this Agreement and the Related Documents are fully performed and the Loan is fully repaid to Lender, Borrowers shall at all times comply with the following covenants:

A. Notice of Adverse Events. Borrowers shall promptly notify Lender in writing of any litigation, indictment, governmental proceeding, default, or any other occurrence which may have a material adverse effect on either Borrower's business, property or financial condition.

B. Maintain Business Existence and Operations. Each Borrower shall do all things necessary to keep in full force and effect its corporate existence and continue its business as presently conducted.

C. General Compliance with Law. Each Borrower shall at all times operate its business in strict compliance with all applicable Federal, State, and local laws, ordinances and regulations, and refrain from engaging in any civil or criminal activity proscribed by Federal, State or local law.

D. Delivery of Financial Statements. Within forty-five (45) days after the end of each fiscal quarter, each Borrower shall deliver to Lender copies of its unaudited financial statements prepared in accordance with GAAP, consistently applied. Within ninety (90) days after the end of each fiscal year, each Borrower shall deliver to Lender copies of its audited financial statements prepared in accordance with GAAP, consistently applied.

5. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

A. Failure to Pay Amounts Due. Any amount of principal or interest under the Second Amended Note is not paid when due.

B. Misrepresentations; False Financial Information. Any statement, warranty or representation of Borrowers in connection with or contained in this Agreement, the Related Documents, or any Financial Statements now or hereafter furnished to Lender by or on behalf of Borrowers, is false or misleading.

C. Noncompliance with Loan Agreements. Either Borrower breaches any covenant, term, condition or agreement stated in this Agreement, the Related Documents or any agreement relating to Senior Debt (as defined below).

D. Cessation/Termination of Existence. Either Borrower shall cease doing business or Borrower's existence is terminated by sale, dissolution, merger or otherwise.

E. Bankruptcy or Receivership. Any conveyance is made of substantially all of either Borrower's assets, any assignment is made for the benefit of creditors, any receiver is appointed, or any insolvency, liquidation or reorganization proceeding under the Bankruptcy Code or otherwise shall be filed by or against either Borrower.

F. Attachments; Tax Liens. Any attachment, execution, levy, forfeiture, tax lien or similar writ or process is issued against any property of either Borrower.

G. Material Adverse Change. Any material adverse change occurs or is imminent the effect of which would be to substantially diminish either Borrower's financial condition, business, or the ability to perform its agreements with Lender.

H. Other Lender Default. Any other indebtedness to Lender or any other creditor (including, without limitation, Financial Institutions (as defined below)) becomes due and remains unpaid after acceleration of the maturity or after the stated maturity.

I. Other Indebtedness. Either Borrower incurs any indebtedness (other than Senior Debt) after the date of this Agreement.

J. Change of Control Event. Absent Lender's prior written consent, any Change of Control Event with respect to either Borrower occurring after the Borrowers first draws on the Loan.

6. REMEDIES ON DEFAULT.

A. Acceleration Set-Off. Upon the occurrence of any Event of Default, Lender may, at Lender's option, declare the Loan to be immediately due and payable. The foregoing shall not in any way impair Lender's right to demand repayment under the terms of the Second Amended Note.

B. Remedies; No Waiver. The remedies provided in this Agreement are cumulative and not exclusive, and Lender may exercise any remedies available to it at law, in equity, and as are provided in this Agreement, the Related Documents and any other written agreement between Borrower and Lender. No delay or failure of Lender in exercising any right, remedy, power, or privilege under this Agreement or the Related Documents shall affect that right, remedy, power or privilege, nor shall any single or partial exercise preclude the exercise of any other right, remedy, power or privilege. No delay or failure of Lender to demand strict adherence to the terms of this Agreement or the Related Documents shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after any Event of Default, to prospectively demand strict adherence to the terms of this Agreement and the Related Documents.

7. SUBORDINATION.

A. The indebtedness evidenced by the Second Amended Note and any renewals or extensions thereof (such indebtedness being herein called the "Subordinated Indebtedness") shall at all times be wholly subordinate and junior in right to payment in full of all Senior Debt (as defined below). The provisions of this section on subordination shall constitute a continuing offer to all persons who, in reliance upon such provisions, become holders of, or continue to hold, Senior Debt, and such provisions are made for the benefit of the holders of Senior Debt, and such holders are hereby made obligees hereunder the same as if their names were written herein as such, and they and/or each of them may proceed to enforce such provisions. Unless and until an event of default under any of the Senior Debt (other than an event of default which exists solely by reason of a default under this Agreement) shall have occurred and be continuing ("Superior Default"), Borrowers shall pay the principal and interest on all Subordinated Indebtedness according to the terms hereof.

For purposes of this Agreement, "Senior Debt" means the principal of, and interest on and other amounts due on or in connection with any Indebtedness of Borrowers (other than the Second Amended Note) to any Financial Institution (as defined below), whether outstanding on the date of this Agreement, or thereafter created, incurred or assumed by Borrowers (including all deferrals, renewals, extensions or refundings of, or amendments, modifications or supplements to, Indebtedness of the kind described in this clause). Notwithstanding anything herein to the contrary, Senior Debt shall not include: (a) Indebtedness of or amounts owed by Borrowers for compensation to employees, or for goods or materials purchased in the ordinary course of business or for services, or (b) Indebtedness either Borrower to its subsidiary or affiliate. In no event shall any Financial Institution be deemed to be an affiliate of Borrowers. Indebtedness of either Borrower to its subsidiary or affiliate shall be pari passu in all respects with the Subordinated Indebtedness.

For purposes of this Agreement, "Financial Institution" means any bank as defined in section 3(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act, insurance company as defined in section 2(13) of the Securities Act, or investment banking firm.

For purposes of this Agreement, "Indebtedness" means, with respect to any person, (a) any liability, contingent or otherwise, of such person (i) for borrowed money (whether or not the recourse of the lender is to the whole of the assets of such person or only to a portion thereof), (ii) evidenced by a note, debenture or similar instrument or representing the balance deferred and unpaid of the purchase price of any property purchased, or (iii) for the payment of money relating to a lease that is required to be capitalized under generally accepted accounting principles; (b) any obligation secured by a lien to which the property or assets of such person are subject, whether or not the obligations secured thereby shall have been assumed by or shall otherwise be such person's legal liability; and (c) any and all deferrals, renewals, extensions and refundings of, or amendments, modifications or supplements to, any liability of the kind described in any of the preceding clauses (a) or (b).

B. The terms hereof, the subordination effected hereby and the rights of the holders of the Senior Debt shall not be affected by (a) any amendment of or addition or supplement to any Senior Debt or any instrument or agreement relating thereto, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Senior Debt or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Senior Debt or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Subordinated Indebtedness shall have had notice or knowledge of any of the foregoing.

C. Upon the happening of (a) a Superior Default which is a default in respect of payment of principal, premium, if any, or interest on Senior Debt or (b) a Superior Default (other than a Superior Default in respect of payment of principal, premium, if any, or interest on Senior Debt) and receipt by Lender of written notice thereof from any holder of Senior Debt, then until all Senior Debt shall have been paid in full, Borrowers shall not, directly or indirectly, make or agree to make, and neither Lender nor any assignee or successor holder of any Subordinated Indebtedness shall demand, accept or receive (a) any payment (in cash, property or securities, by set-off or otherwise), direct or indirect, of or on account of any principal or interest in respect of any Subordinated Indebtedness, and no such payment shall be accepted by any holder of any Subordinated Indebtedness, or (b) any payment for the purpose of any redemption, purchase or other acquisition, direct or indirect, of any Subordinated Indebtedness, and no such payment shall be due.

In the case of any Superior Default (other than a Superior Default with respect to payment of principal, premium, if any, or interest on Senior Debt), the foregoing restrictions shall cease to apply to any payment received with respect to the Subordinated Indebtedness after the expiration of 180 days after the holder of the Second Amended Note shall have received notice of the Superior Default, unless prior to the expiration of such 180-day period one or more holders of the Senior Debt shall have commenced and be diligently prosecuting an action, suit or other legal or equitable proceeding against Borrower or its property based upon the Superior Default or unless a Superior Default which is a payment default shall have occurred and be continuing; provided, further, that during such 180-day period following the Superior Default (other than a Superior Default with respect to payment of principal, premium, if any, or interest on Senior Debt) the holders of the Subordinated Indebtedness shall refrain from prosecuting any such action, suit or other legal or equitable proceeding against either Borrower or its property based upon an Event of Default hereunder.

In the event that a Superior Default (other than a Superior Default with respect to payment of principal, premium or interest on Senior Debt) is cured or is waived by the appropriate holders of the Senior Debt (whether by amendment to the applicable loan

agreement, forbearance agreement or otherwise) prior to the expiration of the aforesaid 180-day period applicable to such Superior Default, then any Event of Default occurring under this Agreement solely by reason of the occurrence of such Superior Default shall be deemed not to have occurred. Any judicial proceedings initiated by a holder of Subordinated Indebtedness at a time when such holder has no knowledge that such proceedings are prohibited by this paragraph shall not be deemed a violation of any provisions of this Agreement and, upon receipt of notice from the holder of the Senior Debt that such proceedings are so prohibited, such holder of the Subordinated Indebtedness shall terminate such proceedings, without prejudice.

D. Upon any distribution (whether of cash, securities or other property) to creditors of either Borrower in a liquidation or dissolution of such Borrower, or in a bankruptcy, reorganization, insolvency, receivership, assignment for the benefit of creditors, marshalling of assets or similar proceeding relating to such Borrower or its property:

(1) holders of Senior Debt shall be entitled to receive payment in full in cash of such Senior Debt (including interest accruing after the commencement of any such proceeding or interest that would have accrued but for the commencement of such proceeding to the date of payment on, and other amounts included in, Senior Debt) before the holder of the Second Amended Note shall be entitled to receive any payment of principal of, premium (if any) or interest on the Second Amended Note or any other distributions with respect to the Second Amended Note;

(2) until the Senior Debt is paid in full in cash as provided in clause (1) of this paragraph, any distribution to which the holder of the Second Amended Note would be entitled but for this section on subordination shall be made to the holders of Senior Debt as their interests may appear.

In the event that any payment or distribution of assets of either Borrower prohibited by the provisions of this section on subordination of any kind or character, whether in cash, property or securities, shall be received by the holder of the Second Amended Note before all Senior Debt is paid in full, or provision made for such payment in accordance with the terms of the Senior Debt, such payment or distribution shall be held in trust for the benefit of, and shall be paid over or delivered to, the holders of such Senior Debt or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing any of such Senior Debt may have been issued, as their respective interests may appear, for application to the payment of all Senior Debt remaining unpaid to the extent necessary to pay such Senior Debt in full in accordance with its terms, after giving effect to any concurrent payment or distribution to the holders of such Senior Debt.

E. In the event that the Second Amended Note is declared due and payable before its stated maturity because of the occurrence of an Event of Default hereunder, the holders of the Senior Debt shall be entitled to receive payment in full of all amounts due with respect to all Senior Debt before the holder of the Second Amended Note is entitled to receive any payment on account of the principal of, premium (if any) or interest on, or any repurchase, redemption or other retirement (including, without limitation, any defeasance) of, the Second Amended Note.

F. Subject to the payment in full of all Senior Debt, the holders of Subordinated Indebtedness shall be subrogated to the rights of the holders of Senior Debt to receive payments or distributions of assets of Borrowers applicable to the Senior Debt until all amounts owing on the Subordinated Indebtedness shall be paid in full, and for the purpose of such subrogation no such payments or distributions to the holders of

Senior Debt by or on behalf of Borrowers by virtue of this Agreement which otherwise would have been made to the holder of the Second Amended Note, shall, as between Borrowers and the holder of the Second Amended Note, be deemed to be payment by Borrowers to or on account of the Senior Debt, it being understood that the provisions of this paragraph are intended solely for the purpose of defining the relative rights of the holders of Subordinated Indebtedness on the one hand and the holders of Senior Debt, on the other hand.

Nothing contained herein is intended to or shall impair, as between Borrowers and Lender, the obligation of Borrowers, which is absolute and unconditional, to pay to Lender, the principal of and interest on the Subordinated Indebtedness as and when the same shall become due and payable in accordance with its terms, or is intended to or shall affect (except to the extent specifically provided in the above paragraph) the relative rights of the holders hereof and creditors of Borrowers other than the holders of the Senior Debt, nor shall anything herein or therein prevent any holder of the Second Amended Note from exercising all remedies otherwise permitted by applicable law upon default hereunder subject to the rights, if any, hereunder of the holders of Senior Debt in respect of cash, property or securities of Borrower received upon the exercise of any such remedy.

8. COLLATERAL SECURITY.

To secure the payment of all amounts due to Lender by Borrowers in connection with the Loan and pursuant to terms of this Agreement and the Second Amended Note, Borrowers have granted Lender a security interest in those assets described under the following documents: (i) the Security Agreement dated February 1, 2002 between Origen LLC and Lender, as amended from time to time, (ii) Amended and Restated Security Agreement dated February 1, 2002 between Origen Inc. and Lender, as amended from time to time, (iii) the Amended and Restated Stock Pledge Agreement dated February 1, 2002 between Origen Inc. and Lender, as amended from time to time, (iv) the Limited Liability Company Interest Security and Pledge Agreement dated February 1, 2002 between Origen LLC and Lender, as amended from time to time, and (v) the Amended and Restated Limited Liability Company Interest Security and Pledge Agreement dated February 1, 2002 between Origen Inc. and Lender, as amended from time to time.

9. MISCELLANEOUS.

A. Compliance with Lender Agreements. Each Borrower acknowledges that it has read and understands this Agreement, the Related Documents, and all other written agreements between Borrowers and Lender, and each Borrower agrees to fully comply with all of the agreements.

B. Further Action. Each Borrower agrees, from time to time, upon Lender's request to make, execute, acknowledge, and deliver to Lender, such further and additional instruments, documents, and agreements, and to take such further action as may be required to carry out the intent and purpose of this Agreement and prompt repayment of the Loan.

C. Governing Law/Partial Illegality. This Agreement and the Related Documents shall be interpreted and the rights of the parties determined under the laws of the State of Michigan. Should any part, term, or provision of this Agreement be adjudged illegal or in conflict with any law of the United States of America or State of Michigan, the validity of the remaining portion or provisions of the Agreement shall not be affected.

D. Writings Constitute Entire Agreement; Modifications Only in Writing. This Agreement together with all other written agreements between Borrowers and

Lender, including, without limitation, the Related Documents, constitute the entire agreement of the parties and there are no other agreements, express or implied. None of the parties shall be bound by anything not expressed in writing, and neither this Agreement nor the Related Documents can be modified except by a writing executed by Borrowers and by Lender. This Agreement shall inure to the benefit of and shall be binding upon all of the parties to this Agreement and their respective successors and assigns; provided however, that neither Borrower may assign or transfer its rights or obligations under this Agreement without Lender's prior written consent.

E. Headings. All section and paragraph headings in this Agreement are included for reference only and do not constitute a part of this Agreement.

F. Term of Agreement. This Agreement shall continue in full force and effect until all of Borrowers' obligations to Lender are fully satisfied and the Loan is fully repaid.

G. Counterparts; Reproductions. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Facsimile copies of signatures to this Agreement shall be deemed to be originals, and the parties may rely upon such facsimile copies to the same extent as the originals.

10. DEFINITIONS. The following words shall have the following meanings in this Agreement:

A. "Change of Control Event" shall mean, with respect to each Borrower, (a) an event or series of events by which any person, entity or group (as such term is used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of persons or other entities acting in concert as a partnership or other group (a "Group of Persons") (other than persons who are, or Groups of Persons entirely made up of, (i) management personnel of such Borrower or (ii) any affiliates of any such management personnel) shall, as a result of a tender or exchange offer or offers, an open market purchase or purchases, a privately negotiated purchase or purchases or otherwise, become the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act, except that a person or entity shall be deemed to have "beneficial ownership" of all securities that such person or entity has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of 20% or more of the combined voting power of the then outstanding voting stock of such Borrower; or (b) such Borrower consolidates with, or merges with or into, another person or entity, or sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to any person or entity, or any person or entity consolidates with, or merges with or into such Borrower, in any such event pursuant to a transaction in which the outstanding voting stock of Borrower is converted into or exchanged for cash, securities or other property.

B. "Event of Default" shall mean any of the events described in Section 5 of this Agreement or in the Related Documents.

C. "Financial Statements" shall mean all balance sheets, income statements, and other financial information which have been, are now, or in the future are furnished to Lender.

D. "Second Amended Note" shall mean that certain line of credit promissory note from Borrowers to Lender, in the form attached hereto as EXHIBIT A, as amended from time to time.

E. "Related Documents" shall mean any and all documents, promissory notes, and agreements executed in connection with this Agreement. This term shall include documents existing before, at the time of execution of, and documents executed concurrent with or after the date of, this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Subordinated Loan Agreement as of the date first written above.

BORROWERS:

ORIGEN FINANCIAL, L.L.C., a Delaware limited liability company

By: /s/ Ronald Klein

Its: CEO

ORIGEN FINANCIAL, INC., a Virginia corporation

By: /s/ Ronald Klein

Its: CEO

LENDER:

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland corporation
Its: General Partner

By: /s/ Gary A. Shiffman

Its: President

Exhibit 10.51

FIRST AMENDMENT TO AMENDED AND RESTATED SUBORDINATED LOAN AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SUBORDINATED LOAN AGREEMENT (the "Amendment") is made and entered into as of March 22, 2002 by and among ORIGEN FINANCIAL, INC., a Virginia corporation ("Origen Inc."), whose address is 260 East Brown Street, Suite 200, Birmingham, Michigan 48009, ORIGEN FINANCIAL L.L.C., a Delaware limited liability company ("Origen LLC" and together with Origen Inc., the "Borrowers"), whose address is 260 East Brown Street, Suite 200, Birmingham, Michigan 48009, and SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership ("Lender"), whose address is 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334.

RECITALS:

A. Borrowers and Lender have entered into that certain Amended and Restated Subordinated Loan Agreement dated February 1, 2002 (the "Loan Agreement"). All capitalized terms not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

B. Borrowers and Lender desire to amend the Loan Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following Section 1:

"LOAN. The Line of Credit provided hereunder shall have the following terms:

Type of Loan:	Line of Credit
Interest Rate:	700 basis points over LIBOR, but not less than eleven percent (11%) per annum, or in excess of fifteen percent (15%) per annum
Note Amount:	$21,250,000
Maturity:	December 18, 2002
Fees:	$28,125.00

The Loan and any amendments, extensions, renewals, or refinancing thereof are subject to this Agreement."

2. Upon the execution of this Amendment, Borrowers shall execute and deliver to Lender a Third Amended and Restated Promissory Note dated March 22, 2002, in the form attached to this Amendment as EXHIBIT A (the "Third Amended Note"). The Third Amended Note shall replace the Second Amended and Restated Promissory Note dated February 1, 2002 executed by Borrowers in connection with the Loan Agreement. All references in the Loan Agreement to the "Second Amended Note" are hereby amended to be the "Third Amended Note."

3. Upon the execution of this Amendment, Borrowers shall pay Lender an origination fee of $28,125.00.

4. Unless otherwise modified by this Amendment, all provisions of the Loan Agreement shall remain in full force and effect.

5. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement. Facsimile or photographic reproductions of this Amendment may be made and relied upon to the same extent as though such fax or copy were an original.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Subordinated Loan Agreement as of the date first written above.

BORROWERS:

ORIGEN FINANCIAL, INC., a Virginia corporation

By: /s/ Ronald Klein

Its: CEO

ORIGEN FINANCIAL L.L.C., a Delaware limited liability company

By: /s/ Ronald Klein

Its: CEO

LENDER:

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland corporation
Its: General Partner

By: /s/ Gary A. Shiffman

Its: President

Exhibit 10.52

THIRD AMENDED AND RESTATED PROMISSORY NOTE

DUE DATE: DECEMBER 18, 2002 DETROIT, MICHIGAN
DATED: AS OF MARCH 22, 2002

FOR VALUE RECEIVED, EACH OF ORIGEN FINANCIAL, INC., a Virginia corporation ("Origen Inc."), and ORIGEN FINANCIAL, L.L.C., a Delaware limited liability company ("Origen LLC" and together with Origen Inc., the "Borrowers"), jointly and severally promise to pay to the order of SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership ("Lender"), at 31700 Middlebelt Road, Suite 145, Farmington Hills, Michigan 48334, or at such other place as Lender may designate in writing, the principal sum of TWENTY ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($21,250,000) (the "Credit Limit"), or such lesser sum as shall have been advanced by Lender to Borrowers under the loan account hereinafter described, plus interest as hereinafter provided, all in lawful money of the United States of America, in accordance with the terms hereof. This Note is subject to the terms of that certain Amended and Restated Subordinated Loan Agreement between Borrowers and Lender dated February 1, 2002, as amended by the First Amendment to Amended and Restated Subordinated Loan Agreement dated March 22, 2002 (the "Amended Loan Agreement"), the terms of which are incorporated herein by reference.

ADVANCES. This Note is given as evidence of any and all indebtedness of the Borrowers to Lender arising as a result of advances or other credit which may be made under this Note from time to time. Lender shall, from time to time prior to the Due Date, make advances to Borrowers hereunder upon request therefor by Borrowers, provided that upon giving effect to such advance no Event of Default (as hereinafter defined) and no event which with notice and/or the passage of time would become an Event of Default shall exist, and that all representations and warranties of Borrowers theretofore made are true and correct and that Lender shall not have previously or concurrently declared all amounts owing hereunder to be immediately due and payable and that the amount requested shall not cause the total amount outstanding hereunder to exceed Credit Limit. Advances hereunder may be requested by telephone, in writing or in any other manner acceptable to Lender. The principal amount of indebtedness owing pursuant to this Note shall change from time to time decreasing in amounts equal to any and all payments of principal made by the Borrowers and increasing by amounts equal to any and all advances made by Lender to the Borrowers pursuant to the terms hereof. The books and records of Lender shall be conclusive evidence of the amount of principal and interest owing hereunder at any time, unless Lender receives a written statement of exceptions from Borrowers within ten (10) days after such statement has been furnished. From time to time but not less than quarterly, Lender shall furnish Borrowers a statement of Borrowers' loan account.

INTEREST. The unpaid principal balance of this Note shall bear interest, computed on the basis of a year of 360 days for the actual number of days elapsed in a month, at a rate of interest of 700 basis points over LIBOR (the "Rate"), which Rate shall not be less than 11% per annum or exceed 15% per annum (the Rate shall be adjusted for purposes of this Note on the last day of every fiscal quarter beginning on March 31, 2002), until the entire principal balance of this Note, and all accrued and unpaid interest has been paid in full.

PAYMENT. Accrued and unpaid interest on the unpaid principal balance of this Note from time to time shall be due and payable monthly, in arrears, on the last day of each consecutive month until the Due Date. The remaining principal balance shall be due and payable on the Due Date, along with any accrued and unpaid interest as of the Due Date.

All payments made hereunder shall be applied first against costs and expenses required to be paid hereunder, then against accrued interest to the extent thereof and the balance shall be applied against the outstanding principal amount hereof. Borrowers expressly assume all risks of loss or delay in the delivery of any payments made by mail, and no course of conduct or dealing shall affect Borrowers' assumption of these risks.

DEFAULT. Upon the occurrence of an Event of Default, as defined in the Amended Loan Agreement, the entire unpaid principal balance and all accrued and unpaid interest owing under this Note shall, at Lender's option, be immediately due and payable, together with costs and attorneys fees reasonably incurred by Lender in collecting or enforcing payment.

Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and Borrowers' failure to pay the entire amount then due shall be and continue to be a default. Upon the occurrence of any Event of Default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest hereunder to be immediately due and payable, nor the failure of Lender to demand strict performance of any other obligation of Borrowers or any other person who may be liable hereunder, shall constitute a waiver of any such rights, nor a waiver of such rights in connection with any future default on the part of Borrowers or any other person who may be liable hereunder.

INTEREST RATE LIMITED TO MAXIMUM RATE. Notwithstanding anything herein to the contrary, in no event shall Borrowers be required to pay a rate of interest in excess of the Maximum Rate. The term "Maximum Rate" shall mean the maximum non-usurious rate of interest that Lender is allowed to contract for, charge, take, reserve or receive under the applicable laws of any applicable state or of the United States of America (whichever from time to time permits the highest rate for the use, forbearance or detention of money) after taking into account, to the extent required by applicable law, any and all relevant payments or charges hereunder, or under any other document or instrument executed and delivered in connection herewith and the indebtedness evidenced hereby.

In the event Lender ever receives, as interest, any amount in excess of the Maximum Rate, such amount as would be excessive interest shall be deemed a partial prepayment of principal, and, if the principal hereof is paid in full, any remaining excess shall be returned to Borrowers. In determining whether or not the interest paid or payable, under any specified contingency, exceeds the Maximum Rate, Borrowers and Lender shall, to the maximum extent permitted by law, (a) characterize any non-principal payment as an expense, fee, or premium rather than as interest; (b) exclude voluntary prepayments and the effects thereof; and (c) amortize, prorate, allocate and spread the total amount of interest through and including the Due Date (including the period of any

extension or renewal thereof) so that the interest on account of such indebtedness shall not exceed the Maximum Rate.

SUCCESSORS/ASSIGNS. This Note shall be binding upon Borrowers and their respective successors and assigns, and the benefits hereof shall inure to Lender and its successors and assigns.

GENERAL. Borrowers and all endorsees, sureties and guarantors hereof hereby jointly and severally waive presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, and Lender diligence in collection or bringing suit, and do hereby consent to any and all extensions of time, renewals, waivers or modifications as may be granted by Lender with respect to payment or any other provisions of this Note. The liability of Borrowers under this Note shall be absolute and unconditional, without regard to the liability of any other party.

This Note has been executed in the State of Michigan, and all rights and obligations hereunder shall be governed by the laws of the State of Michigan.

To secure the payment of all amounts due to Lender by Borrower in connection with the loan evidenced by this Note and pursuant to terms of the Amended Loan Agreement and this Note, Borrowers have granted Lender a security interest in the assets described under the following documents: (i) the Security Agreement dated February 1, 2002 between Origen LLC and Lender, as amended from time to time, (ii) Amended and Restated Security Agreement dated February 1, 2002 between Origen Inc. and Lender, as amended from time to time, (iii) the Amended and Restated Stock Pledge Agreement dated February 1, 2002 between Origen Inc. and Lender, as amended from time to time, (iv) the Limited Liability Company Interest Security and Pledge Agreement dated February 1, 2002 between Origen LLC and Lender, as amended from time to time, and (v) the Amended and Restated Limited Liability Company Interest Security and Pledge Agreement dated February 1, 2002 between Origen Inc. and Lender, as amended from time to time.

This Note is an amendment to and restatement of that certain Second Amended and Restated Promissory Note dated February 1, 2002 executed by Origen Financial, Inc. in favor of Lender (the "Prior Note"), and this Note amends, supersedes and replaces the Prior Note.

[signature page attached]

BORROWERS:

ORIGEN FINANCIAL, L.L.C., a Delaware limited liability company

By: /s/ Ronald Klein

Its: CEO

ORIGEN FINANCIAL, INC., a Virginia corporation

By: /s/ Ronald Klein

Its: CEO

EXHIBIT 10.53

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement") is entered into as of February 1, 2002 by and between ORIGEN FINANCIAL, INC., a Virginia corporation whose address is 260 E. Brown Street, Suite 200, Birmingham, Michigan 48009 ("Borrower") and SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership whose address is 31700 Middlebelt Road, Suite 145, Farmington Hills, MI 48334 ("Secured Party").

RECITALS:

A. Borrower and Secured Party entered into a Subordinated Loan Agreement dated December 18, 2001 (the "Original Loan Agreement"), in which Secured Party agreed to make a line of credit available to Borrower for up to $12,500,000 thereafter (the "Original Line of Credit"), and in connection with the Original Line of Credit Borrower executed and delivered to Sun Communities, Inc. a Demand Promissory Note dated December 18, 2001, with an original principal amount of $12,500,000 (the "Original Note").

B. To secure the payment of all amounts due to Secured Party by Borrower in connection with the Original Line of Credit and pursuant to terms of the Original Loan Agreement and the Original Note, and to secure all of Borrower's other obligations to Secured Party of any nature, Borrower executed a Security Agreement dated December 18, 2001 (the "Original Security Agreement").

D. The Secured Party, Borrower, and Origen Financial, L.L.C., a Delaware limited liability company ("Origen LLC") have entered into an Amended and Restated Subordinated Loan Agreement dated February 1, 2002 (as amended from time to time, the "Amended Loan Agreement") under which Secured Party has agreed to increase the Original Line of Credit up to the amount of $17,500,000 (the "Amended Line of Credit") as evidenced by an Amended and Restated Promissory Note dated February 1, 2002 (as amended from time to time, "Amended Note"), and pursuant to the terms of the Related Documents (as defined in the Amended Loan Agreement).

E. To secure the payment of all amounts due to Secured Party by Borrower in connection with the Amended Line of Credit and pursuant to terms of the Amended Loan Agreement, the Amended Note and to secure all of Borrower's other obligations to Secured Party of any nature now or in the future owing from Borrower to Secured Party (the "Obligations"), Borrower, together with the Secured Party, desire to amend and restate the Original Pledge Agreement in accordance with the terms and conditions of this Agreement.

THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, the following terms shall have the following meanings:

(a) "Accounts" means all "accounts", as such term is defined in Section 9-102(2) of the Code, in which Borrower now or hereafter has any right, title or interest.

(b) "Books" means all books, records and correspondence relating to the Collateral (as defined herein).

(c) "Chattel Paper" means any and all "chattel paper", as such term is defined in Section 9-102(11) of the Code, in which Borrower now or hereafter has any right, title or interest.

(d) "Code" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Michigan.

(e) "Contracts" means any and all contracts, instruments, undertakings, documents, leases or other agreements in or under which Borrower may now or hereafter has any right, title or interest and which pertain to the purchase, lease, sale or other disposition by Borrower of any Inventory, Equipment, Fixtures, real property or any interest in real property, as any of the same may from time to time be amended, supplemented or otherwise modified.

(f) "Current Accounts" means an Account that arises from a bona fide outright sale of goods by Borrower, or from services performed by Borrower that is not subject to any claim of reduction, counterclaim, set-off, allowances, adjustments, or the like, and is not outstanding more than 60 days from the date of its invoice.

(g) "Documents" means any and all "documents" and "instruments", as such terms are defined in Section 9-102(30) and (47) of the Code, in which Borrower now or hereafter has any right, title or interest.

(h) "Equipment" means all "equipment", as such term is defined in Section 9-102(33) of the Code, in which Borrower now or hereafter has any right, title or interest.

(i) "Fixtures" means, to the extent not otherwise included as Equipment, all machinery, apparatus, equipment, fittings, fixtures, furniture and furnishings in which Borrower now or hereafter has any right, title or interest located upon or affixed to or which becomes affixed to any real property owned or leased by Borrower, or any part thereof, and used or usable in connection with any future occupancy or use of such premises, including replacements and additions thereto.

(j) "General Intangibles" means all "general intangibles", as such term is defined in Section 9-102(42) of the Code, in which Borrower now or hereafter has any right, title or interest. General Intangibles shall also include all equity interests of Borrower in other entities, including but not limited to membership interest in Origen Special Purpose II, L.L.C., a Delaware limited liability company.

(k) "Inventory" means all "inventory", as such term is defined in Section 9-102(48) of the Code, in which Borrower now or hereafter has any right, title or interest.

(l) "Loans" means any loan originated by or acquired by Borrower, whether an original loan, an additional loan or a substitution for an existing loan including all indebtedness of any Borrower with respect to such loans or any collateral pledge with respect to such loans including but not limited to any manufactured homes, together with all other collateral provided as security for such loans; servicing agreements, backup servicing agreements, servicing records, insurance, guarantees, indemnitees, and warranties and proceeds thereof, financing statements and other agreements or arrangements of whatever character from time to time relating to the loans, income if any from the loans, all hedges, all insured closing letters, all escrow instructions covering all or any of the loans, all collections from such loans, all blocked accounts and all amounts and deposits therein, all collection accounts and escrow accounts relating to any loan, all dealer financing agreements, all loan agreements, all loan documents, all consignment agreements, sale contracts, security agreements, the right to payment of interest or finance charges and collateral securing such obligations, and any other rights and other assets relating to such loans or any interest in the loans, whether constituting real or personal property, accounts, chattel paper, equipment, goods, instruments, general intangibles, inventory or proceeds, or securities backed by or representing an interest in such loans and any and all replacements, substitutions, distributions on or proceeds of any and all of the foregoing.

(m) "Proceeds" means all "proceeds", as such term is defined in Section 9-102(64) of the Code.

2. SECURITY INTEREST. Borrower hereby grants to Secured Party a continuing security interest in all of its right, title and interest in, to and under all Accounts, Current Accounts, Books, Chattel Paper, Contracts, Documents, Equipment, Fixtures, General Intangibles, Inventory, Loans and Proceeds (collectively, the "Collateral"). This grant is made for the purpose of securing the Obligations owing by Borrower to Secured Party. Borrower promises punctually to pay the Obligations when it is so required in accordance with the Obligations and any note or agreement evidencing the Obligations, including the Amended Note.

3. SUBORDINATION. The security interests in the Collateral granted to Secured Party may be subordinate to and subject to liens or security interests which the holders of Senior Debt (as defined in the Amended Loan Agreement) may now or hereafter have in the Collateral as a result of any indebtedness of Borrower comprising the Senior Debt. If subordinated, such subordination shall be evidenced within the provisions of the Amended Loan Agreement, and, if required by the holders of the Senior Debt, in a separate written subordination agreement between the Secured Party and the holders of the Senior Debt.

4. WARRANTIES AND COVENANTS. Borrower represents, warrants and covenants to Secured Party as follows:

(a) Except for the security interests granted hereby and any other security interests authorized by this Agreement or any other agreement between Borrower and Secured Party, Borrower is, or, as to Collateral to be acquired by Borrower after the date

hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrance other than those identified on the attached EXHIBIT A; and Borrower agrees to defend the Collateral and proceeds thereof against any claims and demands of all persons at any time claiming the same or any interest therein.

(b) The security interests hereby created are valid and Borrower has the authority and right to subject the Collateral to the security interests hereby created.

(c) All financial statements, certificates and other information concerning the financial condition of Borrower, and proceeds hereafter furnished by Borrower to Secured Party shall be in all respects true and correct at the time the same are provided and shall be deemed, for all purposes, to have been furnished by Borrower to Secured Party for the purpose of obtaining credit or an extension of credit.

(d) This Agreement has been duly executed and delivered by a duly authorized officer of Borrower and constitutes the legal, valid and binding obligation of Borrower, enforceable in accordance with its terms.

(e) Borrower does not conduct Borrower's business under any other name than that given above, and agrees not to change or reorganize the business entity under which it does business except upon the Secured Party's prior written approval.

(f) There are no actions or proceedings either threatened or pending against Borrower which might result in any material adverse change in Borrower's financial condition or materially affect any of Borrower's assets.

All of Borrower's warranties contained in this Section 4 shall be continuing warranties until Borrower has no remaining Obligations to Secured Party.

5. LOSS OR DEPRECIATION OF COLLATERAL. Borrower shall immediately notify Secured Party of any event causing a material loss or depreciation in value of Collateral and the amount of such loss or depreciation.

6. RECORDS, INSPECTION, AUDIT AND COVENANT FOR FURTHER ASSURANCES.

(a) At the request of Secured Party, Borrower will advise Secured Party of the places where its books of Accounts and records, including all records of the Collateral and the dispositions made thereof by Borrower and of its Accounts and all collections thereon, are kept and maintained.

(b) Borrower will keep and maintain such books and records with respect to the Collateral as Secured Party may from time to time reasonably prescribe for the purpose of enabling Secured Party to audit the same.

(c) Borrower shall at all reasonable times and from time to time allow Secured Party, by or through any of its agents, attorneys or accountants, to examine or inspect the

Collateral wherever located and to examine, inspect and make extracts from Borrower's books and records. Borrower shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as Secured Party may reasonably require, to assure to Secured Party its rights hereunder.

7. PRESERVATION AND DISPOSITION OF THE COLLATERAL AND PROCEEDS.

(a) Borrower will keep the Collateral in good condition and will not waste or destroy any of the same. Borrower will not use the Collateral in violation of any statute or ordinance.

(b) Borrower will pay promptly when due all taxes, assessments and governmental charges upon or against the Collateral before the same become delinquent and before penalties accrue thereon.

(c) At its option, Secured Party may discharge taxes, liens, other encumbrances or security interests not otherwise authorized by this Agreement or any other agreement between Borrower and Secured Party at any time levied or placed on the Collateral and may pay for the maintenance and preservation of the Collateral. Borrower agrees to reimburse Secured Party, on demand, for any payment made or any expense incurred by Secured Party pursuant to the foregoing authorization.

(d) Borrower, at its own expense, shall keep all of the Collateral fully insured against loss or damage by fire, theft, explosion, business interruption, and all other risks, in such amounts, with such companies, under such policies, and in such form as shall be satisfactory to Secured Party.

(e) Borrower, unless in default, may use, consume and sell Inventory in carrying on its business in the ordinary course; but a sale in the ordinary course of business shall not include any transfer or sale in satisfaction, partial or complete, of a debt owed by Borrower. Borrower shall not, without the prior written consent of Secured Party, otherwise sell or dispose of the Collateral or any portion thereof.

8. COLLECTIONS. In the absence of contrary instructions from Secured Party, Borrower at its own expense shall take all necessary action promptly to collect its Accounts and Loans. Upon an Event of Default, as such term is defined in the Amended Loan Agreement, and when and to the extent required by Secured Party, Borrower shall (a) pay or deliver all cash proceeds of Accounts and Loans to Secured Party immediately upon receipt in the exact form received without commingling with other property, or (b) immediately upon receipt, deposit all such proceeds in a collateral collection account established and controlled by Secured Party at a financial institution of its choosing, and/or (c) notify account borrowers that their accounts, Loans and/or contract rights (to the extent included in Accounts) have been assigned to Secured Party and shall be paid directly to Secured Party. At its option, at any time after an Event of Default and at Borrower's expense, Secured Party may, in addition to its other rights hereunder, sue, compromise on terms it considers proper, endorse, sell or otherwise deal with the Accounts and Loans and proceeds of any Collateral either in its own name or that of Borrower. After deduction

of any expenses, including, without limitation, attorneys fees and expenses, to the extent permitted under applicable law, all proceeds received by Secured Party may be applied by Secured Party to payment of any Obligations, if due, whether at maturity, by acceleration or otherwise, in such order as Secured Party may choose. At any time and from time to time, Secured Party may make like application of the balance of the collateral collection account or it may release all or a part of the balance to Borrower.

9. ASSIGNMENTS, INVOICES AND INFORMATION. At Secured Party's request, Borrower shall:

(a) give Secured Party assignments in the form specified by Secured Party of specific Accounts and Loans as the Accounts and Loans arise;

(b) furnish Secured Party with the original or a copy of invoices, and contracts applicable to each Account and Loan noting thereon, if Secured Party so requires, Secured Party's assignment and any additional statement required; and/or

(c) notify Secured Party immediately if any Account or Loan arises out of a contract with the United States or any of its agencies and take any action required by Secured Party with reference to the Federal Assignment of Claims Act.

10. NOTATION OF ASSIGNMENT, INFORMATION AND PAYMENT OF ACCOUNTS. When and to the extent required by Secured Party, Borrower shall:

(a) mark records of Accounts, Loans and contract rights (to the extent included in Accounts) in a manner satisfactory to Secured Party to show Secured Party's interest therein;

(b) furnish to Secured Party satisfactory evidence of performance of contracts and Loans; and

(c) give Secured Party lists of account borrowers (showing names, addresses and amounts owing) and such other data concerning its Accounts and Loans as Secured Party may from time to time specify.

11. FINANCING STATEMENTS; PERFECTION.

(a) Borrower irrevocably authorizes Secured Party to prepare and file any financing statement, amendments, continuations, and all other documents, as Secured Party deems necessary to perfect and maintain the security interest and lien granted herein. This authorization shall remain in full force and effect and may be relied on by Secured Party as long as any Obligations remain outstanding.

(b) Borrower agrees to promptly execute and deliver to Secured Party, concurrently with this Agreement and at any time thereafter, at Secured Party's request, all financing statements, assignments, promissory notes, certificates of title, affidavits,

reports, notices, schedules of Accounts, designations of Inventory, letters of authority, stock certificates and any and all other documents and agreements, in form satisfactory to Secured Party, to perfect and maintain its security interest in the Collateral.

(c) Except as otherwise provided in this Agreement or any other agreement between Borrower and Secured Party, without the prior written consent of Secured Party, Borrower will not allow or suffer any adverse financing statement covering the Collateral, or any portion thereof, to be on file in any public office.

12. RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default, and at any time thereafter, Secured Party shall have the rights and remedies of a secured party under the Code in addition to the rights and remedies provided herein or in any other instrument or agreement executed by Borrower.

Without limiting the generality of the foregoing, Borrower expressly agrees that in any such event Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Borrower or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase or sell or otherwise dispose of and deliver the Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange broker's board or at any of Secured Party's offices or elsewhere at such prices as Secured Party may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Secured Party shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right of equity of redemption, which equity of redemption Borrower hereby releases. Secured Party may require Borrower to assemble the Collateral and proceeds and make them available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to all parties.

Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care, safe-keeping or otherwise of any or all of the Collateral or in any way relating to the rights of Secured Party hereunder, including, without limitation, reasonable attorneys fees and expenses, to the payment in whole or in part of the Obligations, in such order as Secured Party may elect, Borrower remaining liable for any deficiency remaining unpaid after such application, and only after so paying over such net proceeds and after the payment by Secured Party of any other amount required by any provision of law, need Secured Party account for the surplus, if any, to Borrower. To the extent permitted by applicable law, Borrower waives all claims, damages and demands against Secured Party arising out of the repossession, retention or sale of the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Borrower reasonable notice of the time and place of any public sale thereof or of the time

after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower, at least ten (10) days before the time of the sale or disposition. Borrower shall pay to Secured Party on demand any and all expenses, including, without limitation, reasonable attorneys fees and expenses, to the extent permitted under applicable law, incurred or paid by Secured Party in protecting or enforcing the Obligations and other rights of Secured Party hereunder including its rights to take possession of Collateral and proceeds thereof.

13. SECURED PARTY'S APPOINTMENT AS ATTORNEY-IN-FACT. Borrower hereby irrevocably constitutes and appoints Secured Party, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in the sole and absolute discretion of Secured Party, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments, including without limitation, any financing statements necessary or helpful to perfect or continue Secured Party's security interest in the Collateral, which may be necessary or desirable to accomplish the purposes of this Agreement. This power of attorney being coupled by an interest shall be irrevocable so long as any Obligations remain unpaid. All acts of any such attorney are ratified and approved, and except for willful misconduct, he or she will not be liable for any act or omission or for any error of judgment or mistake of law.

14. SECURITY NOT CONTINGENT. Secured Party's rights under this Agreement shall not be contingent upon the exercise or enforcement by Secured Party of any other rights or remedies he may have against Borrower or others. No election by Secured Party to proceed in one form of action or proceeding, or against any party, or on any obligation, shall constitute a waiver of Secured Party's right to enforce its rights under this Agreement.

15. GENERAL. Secured Party shall not be deemed to have waived any of its rights hereunder or under any other agreement or instrument signed by Borrower unless such waiver be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All of Secured Party's rights and remedies, whether evidenced hereby or by any other agreement or instrument, shall be cumulative and may be exercised singularly or concurrently. Any demand upon or notice to Borrower that Secured Party may elect to give shall be effective when deposited in the mails addressed to Borrower at its principal place of business. Demands or notices addressed to Borrower's address at which Secured Party customarily communicates with Borrower shall also be effective. This Agreement shall be terminated only by the filing of a termination statement in accordance with the applicable provisions of the Code and/or when there are no outstanding Obligations and no commitments on the part of Borrower to Secured Party under any agreement which might give rise to any Obligations. Prior to such termination this shall be a continuing agreement in every respect. This Agreement and all rights and obligations hereunder including matters of construction, validity and performance, shall be governed by the laws of the State of Michigan. This Agreement is intended to take effect when signed by Borrower and delivered to Secured Party. This Agreement may be executed in counterparts, each

of which shall be deemed to be an original and all of which together shall constitute one instrument. Facsimile copies of signatures to this Agreement shall be deemed to be originals, and the parties may rely upon such facsimile copies to the same extent as the originals.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Security Agreement as of the day and year above written.

"BORROWER"

ORIGEN FINANCIAL, INC., a Virginia corporation

By: /s/ Ronald Klein

Its: CEO

"SECURED PARTY"

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland corporation
Its: General Partner

By: /s/ Gary A. Shiffman

Its: President

EXHIBIT 10.54

AMENDED AND RESTATED STOCK PLEDGE AGREEMENT

This AMENDED AND RESTATED STOCK PLEDGE AGREEMENT (this "Agreement") is entered into as of February 1, 2002, by and between ORIGEN FINANCIAL, INC., a Virginia corporation ("Pledgor") and SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership ("Secured Party").

RECITALS:

A. Pledgor is a shareholder of the following corporations: Origen Special Holdings Corporation, a Delaware corporation ("OSH"), Origen Manufactured Home Financial, Inc., a Virginia corporation ("OMHF"), and Origen Insurance Agency, Inc., a Virginia corporation ("OIA", collectively with OSH and OMHF, the "Origen Subsidiaries").

B. The Secured Party had previously made available to Pledgor a line of credit up to the amount of $12,500,000 (the "Original Loan"), pursuant to the terms and conditions of that certain Subordinated Loan Agreement dated December 18, 2001, as amended, between Pledgor and the Secured Party (the "Original Loan Agreement") and related documents.

C. To secure the prompt satisfaction by Pledgor of all of its obligations to the Secured Party under the Original Loan Agreement and related documents, Pledgor executed and delivered to Secured Party a Limited Liability Company Interest Security and Pledge Agreement dated December 18, 2001 (the "Original Pledge Agreement").

D. The Secured Party, Pledgor, and Origen Financial, L.L.C., a Delaware limited liability company ("Origen LLC") have entered into an Amended and Restated Subordinated Loan Agreement dated February 1, 2002 (as amended from time to time, the "Amended Loan Agreement") under which Secured Party has agreed to increase the line of credit under the Original Loan up to the amount of $17,500,000 (the "Amended Loan") as evidenced by an Amended and Restated Promissory Note dated February 1, 2002 (as amended from time to time, "Amended Note"), and pursuant to the terms of the Related Documents (as defined in the Amended Loan Agreement).

E. To secure the prompt satisfaction by Pledgor of all of its obligations to the Secured Party under the Amended Loan and to secure all of Borrower's other obligations to Secured Party of any nature now or in the future owing from Borrower to Secured Party, Pledgor, together with Secured Party, desires to amend and restate the Original Pledge Agreement in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, the parties agree as follows:

1. GRANT OF SECURITY INTEREST. As security for the prompt and complete payment and performance when due of all liabilities, obligations or indebtedness owing by Pledgor to Secured Party under the Amended Loan Agreement, the Related Documents and all of Borrower's other obligations to Secured Party of any nature now or in the future owing from Borrower to Secured Party (collectively, the "Obligations"), Pledgor pledges and grants to Secured Party a continuing security interest in, and lien on, all of Pledgor's right, title and interest in and to the common stock and the preferred stock of the Origen Subsidiaries (collectively, the "Shares"), together with all certificates, options, warrants or other distributions or rights issued as an addition to, in substitution or in exchange for, or on account of, the Shares, and all proceeds of the foregoing, including, without limitation, any and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any of the above (collectively, the "Pledged Stock").

2. DELIVERY OF CERTIFICATES. Concurrent with the execution and delivery of this Agreement, Secured Party has retained possession of the stock certificates evidencing the Shares (the "Certificates"). The Certificates have been retained by Secured Party in order to perfect the pledge established hereunder and this Agreement shall be interpreted so as to cause the pledge of the Shares to be perfected. Secured Party acknowledges that, for all other purposes, Pledgor is the lawful and beneficial owner of the Shares. Secured Party shall hold the Certificates in accordance with the terms and conditions of this Agreement.

3. FUTURE RECEIPTS. If Pledgor receives or becomes entitled to receive any:

(a) stock certificate(s) issued in respect of the Pledged Stock, including, without limitation, any certificate representing a stock dividend or payable in respect of the Pledged Stock or issued in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spin-off or split-off;

(b) option, warrant or right, whether issued as an addition to, in substitution or in exchange for, or on account of, any of the Pledged Stock; or

(c) dividends or distributions on the Pledged Stock payable other than in cash, including securities issued by other than Secured Party or the Company;

Pledgor shall accept the same as Secured Party's agent, in trust for Secured Party, and shall deliver same to Secured Party, in the exact form received with, as applicable, Pledgor's endorsement when necessary or appropriate stock powers duly executed in blank. Any property received by Secured Party hereunder shall be held by Secured Party pursuant to the terms of this Agreement as additional security for the Obligations.

4. CASH DIVIDENDS AND DISTRIBUTIONS. So long as no Event of Default has occurred and is continuing under the Amended Loan Agreement or the Related Documents (an "Event of Default"), Pledgor may receive for its own use all cash dividends and distributions on the Pledged Stock.

5. VOTING AND OTHER RIGHTS. So long as no Event of Default has occurred and is continuing, Pledgor may exercise any and all voting and other consensual rights with respect to the Pledged Stock for any purpose not inconsistent with the terms of this Agreement.

6. SECURED PARTY'S DUTIES. Subject to applicable law, Secured Party shall have no duty with respect to the Pledged Stock beyond the exercise of reasonable care to assume the safe custody of the Pledged Stock while held hereunder. Without limiting the generality of the foregoing, Secured Party shall have no obligation to take any steps to preserve rights in the Pledged Stock against any other parties or to exercise any rights represented thereby; provided, however, that Secured Party may, at its option, do so and Pledgor shall reimburse the Secured Party for all expenses incurred in connection therewith.

7. COVENANTS AND WARRANTS OF PLEDGOR. Pledgor covenants that, until the Obligations have been satisfied in full, Pledgor will not sell, convey or otherwise dispose of any of the Pledged Stock or any interest therein, or create, incur, or permit to exist any pledge, mortgage, lien, charge, encumbrance or any security interest whatsoever in or with respect to any of the Pledged Stock except for that created hereby. Pledgor warrants, and will at the Pledgor's expense defend, the Secured Party's right, title and security interest in and to the Pledged Stock against the claims of any person.

8. EVENT OF DEFAULT AND REMEDIES. Upon the occurrence of an Event of Default, the Secured Party, in its discretion, shall have the right to exercise each and all of the following

remedies (which remedies are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law, including, without limitation, the rights and remedies of a secured party under the Michigan Uniform Commercial Code):

(a) Cash Dividends. All cash dividends and distributions on the Pledged Stock shall be paid to the Secured Party. In the event Pledgor shall receive any such cash dividends or distributions, Pledgor shall hold same as Secured Party's agent, in trust for Secured Party, and shall deliver same to Secured Party in the exact form received with the Pledgor's endorsement when necessary.

(b) Voting Rights. Secured Party, at its option, may vote the Pledged Stock in its discretion. Pledgor hereby grants to Secured Party or its nominee an irrevocable proxy to exercise all voting and other rights and privileges relating to the Pledged Stock, which proxy shall be effective immediately upon the occurrence of an Event of Default and written notice to Pledgor of Secured Party's election to exercise such proxy, and shall be coupled with an interest. After the occurrence of an Event of Default and upon request of Secured Party, Pledgor agrees to deliver to Secured Party such further evidence of such irrevocable proxy to vote the Pledged Stock as Secured Party may request. Any or all of the Pledge Stock held by Secured Party hereunder may at any time be registered in the name of Secured Party or its nominee, and upon Secured Party's request, Pledgor will cause the issuer of the Pledged Stock to effect such registration. Pledgor hereby appoints Secured Party as its attorney-in-fact to arrange for the transfer of the Pledged Stock to the name of Secured Party or its nominee and all acts of Secured Party as attorney-in-fact are hereby ratified and confirmed and such power is coupled with an interest and is irrevocable until the Obligations are paid in full. Secured Party may exercise all rights and privileges herein granted with respect to the Pledged Stock without liability and Secured Party shall have no duty to exercise any of the aforesaid rights or privileges and shall not be responsible for any failure to do so or delay in so doing.

(c) Disposition of Pledged Stock. Secured Party may, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to Pledgor or any other person realize upon the Pledged Stock or any part thereof, and may sell or otherwise dispose of and deliver the Pledged Stock or any part thereof or interest therein, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at the Secured Party's offices or elsewhere, at such prices and on such terms (including, without limitation, a requirement that any purchaser purchase the Pledged Stock for investment and without any intention to make a distribution thereof) as they may deem best, for cash or on credit, or for future delivery without assumption of any credit risk, with the right to Secured Party or any purchaser to purchase upon any such sale the whole or any part of the Pledged Stock free of any right or equity of redemption in Pledgor, which right or equity is hereby expressly waived and released. Secured Party need not give more than five (5) days notice of the time and place of any public sale or of the time after which a private sale may take place, which notice Pledgor hereby deems reasonable.

(d) Application of Proceeds. Any cash dividend or distribution received by Secured Party and the proceeds of any disposition of the Pledged Stock by Secured Party shall be applied as follows:

(i) First, to the costs and expenses incurred in connection with enforcing this Agreement or incidental thereto or to the care or safekeeping

of any of the Pledged Stock or in any way relating to the rights of Secured Party, including reasonable attorneys' fees and legal expenses;

(ii) Second, to the satisfaction of the Obligations;

(iii) Third, to the payment of any other amounts required by applicable law (including, without limitation, the Michigan Uniform Commercial Code); and

(iv) Fourth, to Pledgor to the extent of any surplus proceeds.

9. FURTHER ASSURANCES. Pledgor shall, at any time and from time to time, upon the written request of Secured Party, execute and deliver such further documents and do such further acts and things as Secured Party may reasonably request to effect the purposes of this Agreement.

10. TERMINATION. Upon the satisfaction in full of the Obligations and the payment of all additional costs and expenses of Secured Party hereunder, this Agreement shall terminate and Secured Party shall deliver, or cause to be delivered, to Pledgor the Certificates necessary to transfer title to the Shares to Pledgor.

11. WITHHOLDING TAXES. Pledgor shall pay all withholding taxes on the Shares, and Pledgor hereby indemnifies Secured Party, its General Partner, and their officers, directors, agents and representatives from and against any and all liability associated with the withholding taxes on the Shares.

12. MISCELLANEOUS PROVISIONS.

(a) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan.

(b) All of the terms contained herein shall survive the consummation of the transactions contemplated herein, and shall be binding upon and inure to the benefit of and be enforceable by and against, the parties and their respective successors, assigns, heirs at law, legal representatives and estates.

(c) This Agreement and any other documents executed in connection herewith together constitute the full and entire understanding and agreement among the parties with respect to the transactions herein contemplated, and shall supersede all prior understandings or agreements relating thereto, whether written or oral, all of which are declared to be null and void and of no further force or effect.

(d) This Agreement may only be amended or modified, and any of the terms, conditions, covenants, representations or warranties contained herein may only be waived, by a written instrument duly executed by the parties.

(e) The paragraph headings in this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. This Agreement may be executed in counterparts and all counterparts, when taken together, shall constitute but one and the same agreement. Facsimile copies of signatures to this Agreement shall be deemed to be originals, and the parties may rely upon such facsimile copies to the same extent as the originals.

[signature page attached]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Stock Pledge Agreement as of the day and year above written.

PLEDGOR:

ORIGEN FINANCIAL, INC., a Virginia corporation

By: /s/ Ronald Klein

Its: CEO

SECURED PARTY:

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, A MICHIGAN LIMITED PARTNERSHIP

By: Sun Communities, Inc., a Maryland corporation
Its: General Partner

By: /s/ Gary A. Shiffman

Its: CEO

EXHIBIT 10.55

AMENDED AND RESTATED LIMITED LIABILITY COMPANY INTEREST SECURITY AND PLEDGE AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY INTEREST SECURITY AND PLEDGE AGREEMENT (this "Agreement") is made as of February 1, 2002 by ORIGEN FINANCIAL, INC., a Virginia corporation ("Pledgor"), in favor of SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership (the "Secured Party").

R E C I T A L S:

A. Pledgor currently owns 100% of the membership interests in Origen Special Purpose II, L.L.C., a Delaware limited liability company (the "Company").

B. The Secured Party had previously made available to Pledgor a line of credit up to the amount of $12,500,000 (the "Original Loan"), pursuant to the terms and conditions of that certain Subordinated Loan Agreement dated December 18, 2001, as amended, between Pledgor and the Secured Party (the "Original Loan Agreement") and related documents.

C. To secure the prompt satisfaction by Pledgor of all of its obligations to the Secured Party under the Original Loan Agreement and related documents, Pledgor executed and delivered to Secured Party a Limited Liability Company Interest Security and Pledge Agreement dated December 18, 2001 (the "Original Pledge Agreement").

D. The Secured Party, Pledgor, and Origen Financial, L.L.C., a Delaware limited liability company ("Origen LLC") have entered into an Amended and Restated Subordinated Loan Agreement dated February 1, 2002 (as amended from time to time, the "Amended Loan Agreement") under which Secured Party has agreed to increase the line of credit under the Original Loan up to the amount of $17,500,000 (the "Amended Loan") as evidenced by an Amended and Restated Promissory Note dated February 1, 2002 (as amended from time to time, "Amended Note"), and pursuant to the terms of the Related Documents (as defined in the Amended Loan Agreement).

E. To secure the prompt satisfaction by Pledgor of all of its obligations to the Secured Party under the Amended Loan and all other obligations of Pledgor to the Secured Party, Pledgor, together with Secured Party, desires to amend and restate the Original Pledge Agreement in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all liabilities, obligations and indebtedness owed by Pledgor to the Secured Party under the Amended Loan Agreement and the Amended Note and all other obligations of Pledgor to the Secured Party (collectively, the "Obligations"), Pledgor grants to the Secured Party a first security

interest in and to Pledgor's right, title and interest as a member (the "Membership Interest") in the Company, including, without limitation, any and all moneys or other property payable or to become payable to Pledgor or to which Pledgor now or in the future may be entitled, in its capacity as a member in the Company, including, without limitation, by way of distribution, return of capital or otherwise in respect of the Membership Interest, and, to the extent not otherwise included, all "proceeds" of the Membership Interest as such term is defined in the Uniform Commercial Code (the "Code") from time to time in effect in the State of Michigan (collectively, the "Collateral").

2. DISTRIBUTIONS. So long as no default has occurred and is continuing under the Amended Loan Agreement or the Related Documents (an "Event of Default"), Pledgor shall be entitled to receive for its own use all distributions with respect to the Membership Interest. If an Event of Default has occurred and is continuing, Pledgor shall not be entitled to receive or retain other distributions paid in respect of the Membership Interest, whether in redemption of, or in exchange for the Membership Interest, or whether in connection with a reduction of capital, capital surplus or paid-in surplus or the Membership Interest or otherwise, other than for the payment of personal taxes of the members of Company associated with their investment in Company, and any and all such dividends or distributions shall be forthwith delivered to the Secured Party to hold as Collateral and shall, if received by Pledgor, be received in trust for delivery to the Secured Party, be segregated from the other property or accounts of Pledgor, and be forthwith delivered to the Secured Party as Collateral in the same form as so received (with any necessary endorsements), with such Proceeds to be applied by the Secured Party to reduce the Obligations.

3. REGISTRATION OF PLEDGE. Concurrently with the execution of this Agreement, Pledgor has sent to the Company written instructions in the form of Exhibit A, and has obtained from the Company an executed acknowledgment and consent in the form of Exhibit A.

4. VOTING RIGHTS. So long as no Event of Default has occurred and is continuing, Pledgor may exercise all voting and membership rights with respect to the Membership Interest; provided, however, that no vote will be cast or membership right exercised or other action taken which would be inconsistent with or result in a breach of any provision of the Amended Loan Agreement, the Related Documents, or this Agreement.

5. EVENT OF DEFAULT. If an Event of Default has occurred and is continuing, the Secured Party may direct the Company to register the Membership Interest in the name of the Secured Party or its nominee, and the Secured Party or its nominee may thereafter receive all distributions with respect to, and exercise all voting, membership and other rights pertaining to, the Membership Interest as if it were the absolute owner of the Membership Interest.

6. REPRESENTATIONS AND WARRANTIES OF PLEDGOR. Pledgor represents and warrants to the Secured Party that (a) Pledgor is the record and beneficial owner of, and has good and legal title to, the Membership Interest, free of any and all liens or options in favor of, or claims of, any other person, except the lien created by this Agreement, and (b) Pledgor has the legal right to execute and deliver, to perform its obligations under, and to grant the security interest in the Collateral pursuant to, this Agreement.

7. ASSIGNMENT; PLEDGE; AMENDMENT. Without the prior written consent of the Secured Party, Pledgor will not (i) sell, assign, transfer, exchange or otherwise dispose of, or grant

any option with respect to, the Collateral; (ii) create or permit to exist any lien or option in favor of, or any claim of, any person with respect to any of the Collateral, except, in either case, for the lien created by this Agreement; or (iii) amend or modify the Company's Operating Agreement dated December 18, 2001 (the "Operating Agreement"), or enter into any agreement or arrangement with the Company or its members which amends or modifies the rights and obligations of the Company and its members as set forth in the Operating Agreement. Pledgor will defend the right, title and interest of the Secured Party in and to the Collateral against the claims and demands of all other persons.

8. FURTHER ASSURANCES. At any time and from time to time, upon the written request of the Secured Party, Pledgor will promptly execute and deliver such further instruments and documents and take such further actions as the Secured Party may reasonably request for the purposes of obtaining or preserving the security interest created by this Agreement, including, without limitation, the filing of any financing or continuation statements under the Code. Pledgor authorizes the Secured Party to file any such financing or continuation statement without the signature of Pledgor to the extent permitted by applicable law.

9. REMEDIES. If an Event of Default has occurred and is continuing, the Secured Party may exercise, in addition to all rights and remedies granted in the Amended Loan Agreement, the Related Documents, and this Agreement, all rights and remedies of a secured party under the Code. The rights and remedies of the Secured Party are cumulative, may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

10. ATTORNEY-IN-FACT. Pledgor irrevocably constitutes and appoints the Secured Party, or its representative, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Pledgor, and in the name of Pledgor or in the Secured Party's name, after an Event of Default has occurred and for so long as it is continuing, for the purpose of carrying out the terms of this Agreement. Anything to the contrary contained herein notwithstanding, the Secured Party may not exercise the rights granted to them in this Section 10 unless the Pledgor has been provided with prior written notice of such exercise. The powers conferred on the Secured Party are solely to protect its interests in the Collateral and will not impose any duty upon the Secured Party to exercise any such powers. The Secured Party will be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Secured Party, nor its General Partner, or any of their officers, directors, employees or agents will be responsible to Pledgor or to the Company for any act or failure to act.

11. LIMITATION ON DUTIES REGARDING COLLATERAL. The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under the Code or otherwise, will be to deal with it in the same manner as the Secured Party deals with similar securities and property for its own account. Neither the Secured Party, its General Partner, nor any of their directors, officers, employees or agents will be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or, except as provided by applicable law, will be under any obligation to sell or otherwise dispose of any Collateral upon the request of Pledgor or otherwise.

12. NO WAIVER. The Secured Party will not by any act, delay, omission or otherwise be deemed to have waived any right or remedy under this Agreement or to have acquiesced in any

Event of Default or in any breach of any of the terms and conditions of this Agreement except by a written instrument executed by the Secured Party. No single or partial exercise of any right, power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or remedy under this Agreement on any one occasion will not be construed as a bar to any right or remedy which the Secured Party would otherwise have on any future occasion.

13. AMENDMENTS. The terms and provisions of this Agreement may not be waived or modified except by a written instrument executed by Pledgor and the Secured Party.

14. BENEFIT AND BINDING EFFECT. This Agreement will be binding upon the successors and permitted assigns of Pledgor and will inure to the benefit of the Secured Party and its successors and assigns.

15. COUNTERPARTS; REPRODUCTIONS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Facsimile copies of signatures to this Agreement shall be deemed to be originals, and the parties may rely upon such facsimile copies to the same extent as the originals..

16. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

IN WITNESS WHEREOF, Pledgor and the Secured Party have executed this Amended and Restated Limited Liability Company Interest Security and Pledge Agreement as of the date first above written.

PLEDGOR:

ORIGEN FINANCIAL, INC., a Virginia corporation

By: /s/ Ronald Klein

Its: CEO

SECURED PARTY:

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland corporation
Its: General Partner

By: /s/ Gary A. Shiffman

Its: CEO

EXHIBIT 10.56

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as amended from time to time, the "Agreement") is entered into as of February 1, 2002 by and between ORIGEN FINANCIAL, L.L.C., a Delaware limited liability company whose address is 260 E. Brown Street, Suite 200, Birmingham, Michigan 48009 ("Borrower") and SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership whose address is 31700 Middlebelt Road, Suite 145, Farmington Hills, MI 48334 ("Secured Party").

RECITALS:

A. Borrower, Origen Financial, Inc. ("Origen Inc." and together with Borrower, the "Origen Companies") and Secured Party entered into an Amended and Restated Subordinated Loan Agreement dated February 1, 2002 (as amended from time to time, the "Amended Loan Agreement") under which Secured Party agreed to make a line of credit available to the Origen Companies for up to $17,500,000 (as amended from time to time, the "Line of Credit"), and the Origen Companies executed and delivered to Secured Party a Second Amended and Restated Promissory Note dated February 1, 2002 (as amended from time to time, the "Second Amended Note") to evidence the Line of Credit.

B. To secure the payment of all amounts due to Secured Party by Borrower in connection with the Line of Credit and pursuant to terms of the Amended Loan Agreement and the Second Amended Note, to secure all of Borrower's other obligations to Secured Party of any nature now or in the future owing from the Borrower to Secured Party (hereinafter collectively referred to as the "Obligations"), Borrower has agreed to execute this Agreement.

THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, the following terms shall have the following meanings:

(a) "Accounts" means all "accounts", as such term is defined in Section 9-102(2) of the Code, in which Borrower now or hereafter has any right, title or interest.

(b) "Books" means all books, records and correspondence relating to the Collateral (as defined herein).

(c) "Chattel Paper" means any and all "chattel paper", as such term is defined in Section 9-102(11) of the Code, in which Borrower now or hereafter has any right, title or interest.

(d) "Code" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Michigan.

(e) "Contracts" means any and all contracts, instruments, undertakings, documents, leases or other agreements in or under which Borrower may now or hereafter has any right, title or interest and which pertain to the purchase, lease, sale or other disposition by Borrower of

any Inventory, Equipment, Fixtures, real property or any interest in real property, as any of the same may from time to time be amended, supplemented or otherwise modified.

(f) "Current Accounts" means an Account that arises from a bona fide outright sale of goods by Borrower, or from services performed by Borrower that is not subject to any claim of reduction, counterclaim, set-off, allowances, adjustments, or the like, and is not outstanding more than 60 days from the date of its invoice.

(g) "Documents" means any and all "documents" and "instruments", as such terms are defined in Section 9-102(30) and (47) of the Code, in which Borrower now or hereafter has any right, title or interest.

(h) "Equipment" means all "equipment", as such term is defined in Section 9-102(33) of the Code, in which Borrower now or hereafter has any right, title or interest.

(i) "Fixtures" means, to the extent not otherwise included as Equipment, all machinery, apparatus, equipment, fittings, fixtures, furniture and furnishings in which Borrower now or hereafter has any right, title or interest located upon or affixed to or which becomes affixed to any real property owned or leased by Borrower, or any part thereof, and used or usable in connection with any future occupancy or use of such premises, including replacements and additions thereto.

(j) "General Intangibles" means all "general intangibles", as such term is defined in Section 9-102(42) of the Code, in which Borrower now or hereafter has any right, title or interest. General Intangibles shall also include all equity interests of Borrower in other entities, including but not limited to membership interest in Origen Insurance Agency, L.L.C., Origen Manufactured Home Financial, L.L.C., Origen Special Purpose, L.L.C. and Origen Financial of South Dakota, L.L.C.

(k) "Inventory" means all "inventory", as such term is defined in Section 9-102(48) of the Code, in which Borrower now or hereafter has any right, title or interest.

(l) "Loans" means any loan originated by or acquired by Borrower, whether an original loan, an additional loan or a substitution for an existing loan including all indebtedness of any Borrower with respect to such loans or any collateral pledge with respect to such loans including but not limited to any manufactured homes, together with all other collateral provided as security for such loans; servicing agreements, backup servicing agreements, servicing records, insurance, guarantees, indemnitees, and warranties and proceeds thereof, financing statements and other agreements or arrangements of whatever character from time to time relating to the loans, income if any from the loans, all hedges, all insured closing letters, all escrow instructions covering all or any of the loans, all collections from such loans, all blocked accounts and all amounts and deposits therein, all collection accounts and escrow accounts relating to any loan, all dealer financing agreements, all loan agreements, all loan documents, all consignment agreements, sale contracts, security agreements, the right to payment of interest or finance charges and collateral securing such obligations, and any other rights and other assets relating to such loans or any interest in the loans, whether constituting real or personal property, accounts, chattel paper, equipment, goods,

instruments, general intangibles, inventory or proceeds, or securities backed by or representing an interest in such loans and any and all replacements, substitutions, distributions on or proceeds of any and all of the foregoing.

(m) "Proceeds" means all "proceeds", as such term is defined in Section 9-102(64) of the Code.

2. SECURITY INTEREST. Borrower hereby grants to Secured Party a continuing security interest in all of its right, title and interest in, to and under all Accounts, Current Accounts, Books, Chattel Paper, Contracts, Documents, Equipment, Fixtures, General Intangibles, Inventory, Loans and Proceeds (collectively, the "Collateral"). This grant is made for the purpose of securing the Obligations owing by Borrower to Secured Party. Borrower promises punctually to pay the Obligations when it is so required in accordance with the obligations and any note or agreement evidencing the Obligations, including the Second Amended Note.

3. SUBORDINATION. The security interests in the Collateral granted to Secured Party may be subordinate to and subject to liens or security interests which the holders of Senior Debt (as defined in the Amended Loan Agreement) may now or hereafter have in the Collateral as a result of any indebtedness of Borrower comprising the Senior Debt. If subordinated, such subordination shall be evidenced within the provisions of the Loan Agreement, and, if required by the holders of the Senior Debt, in a separate written subordination agreement between the Secured Party and the holders of the Senior Debt.

4. WARRANTIES AND COVENANTS. Borrower represents, warrants and covenants to Secured Party as follows:

(a) Except for the security interests granted hereby and any other security interests authorized by this Agreement or any other agreement between Borrower and Secured Party, Borrower is, or, as to Collateral to be acquired by Borrower after the date hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrance other than those identified on the attached EXHIBIT A; and Borrower agrees to defend the Collateral and proceeds thereof against any claims and demands of all persons at any time claiming the same or any interest therein.

(b) The security interests hereby created are valid and Borrower has the authority and right to subject the Collateral to the security interests hereby created.

(c) All financial statements, certificates and other information concerning the financial condition of Borrower, and proceeds hereafter furnished by Borrower to Secured Party shall be in all respects true and correct at the time the same are provided and shall be deemed, for all purposes, to have been furnished by Borrower to Secured Party for the purpose of obtaining credit or an extension of credit.

(d) This Agreement has been duly executed and delivered by a duly authorized officer of Borrower and constitutes the legal, valid and binding obligation of Borrower, enforceable in accordance with its terms.

(e) Borrower does not conduct Borrower's business under any other name than that given above, and agrees not to change or reorganize the business entity under which it does business except upon the Secured Party's prior written approval.

(f) There are no actions or proceedings either threatened or pending against Borrower which might result in any material adverse change in Borrower's financial condition or materially affect any of Borrower's assets.

All of Borrower's warranties contained in this Section 4 shall be continuing warranties until Borrower has no remaining Obligations to Secured Party.

5. LOSS OR DEPRECIATION OF COLLATERAL. Borrower shall immediately notify Secured Party of any event causing a material loss or depreciation in value of Collateral and the amount of such loss or depreciation.

6. RECORDS, INSPECTION, AUDIT AND COVENANT FOR FURTHER ASSURANCES.

(a) At the request of Secured Party, Borrower will advise Secured Party of the places where its books of Accounts and records, including all records of the Collateral and the dispositions made thereof by Borrower and of its Accounts and all collections thereon, are kept and maintained.

(b) Borrower will keep and maintain such books and records with respect to the Collateral as Secured Party may from time to time reasonably prescribe for the purpose of enabling Secured Party to audit the same.

(c) Borrower shall at all reasonable times and from time to time allow Secured Party, by or through any of its agents, attorneys or accountants, to examine or inspect the Collateral wherever located and to examine, inspect and make extracts from Borrower's books and records. Borrower shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as Secured Party may reasonably require, to assure to Secured Party its rights hereunder.

7. PRESERVATION AND DISPOSITION OF THE COLLATERAL AND PROCEEDS.

(a) Borrower will keep the Collateral in good condition and will not waste or destroy any of the same. Borrower will not use the Collateral in violation of any statute or ordinance.

(b) Borrower will pay promptly when due all taxes, assessments and governmental charges upon or against the Collateral before the same become delinquent and before penalties accrue thereon.

(c) At its option, Secured Party may discharge taxes, liens, other encumbrances or security interests not otherwise authorized by this Agreement or any other agreement between Borrower and Secured Party at any time levied or placed on the Collateral and may pay for the maintenance and preservation of the Collateral. Borrower agrees to reimburse

Secured Party, on demand, for any payment made or any expense incurred by Secured Party pursuant to the foregoing authorization.

(d) Borrower, at its own expense, shall keep all of the Collateral fully insured against loss or damage by fire, theft, explosion, business interruption, and all other risks, in such amounts, with such companies, under such policies, and in such form as shall be satisfactory to Secured Party.

(e) Borrower, unless in default, may use, consume and sell Inventory in carrying on its business in the ordinary course; but a sale in the ordinary course of business shall not include any transfer or sale in satisfaction, partial or complete, of a debt owed by Borrower. Borrower shall not, without the prior written consent of Secured Party, otherwise sell or dispose of the Collateral or any portion thereof.

8. COLLECTIONS. In the absence of contrary instructions from Secured Party, Borrower at its own expense shall take all necessary action promptly to collect its Accounts and Loans. Upon an Event of Default, as such term is defined in the Loan Agreement, and when and to the extent required by Secured Party, Borrower shall (a) pay or deliver all cash proceeds of Accounts and Loans to Secured Party immediately upon receipt in the exact form received without commingling with other property, or (b) immediately upon receipt, deposit all such proceeds in a collateral collection account established and controlled by Secured Party at a financial institution of its choosing, and/or (c) notify account borrowers that their accounts, Loans and/or contract rights (to the extent included in Accounts) have been assigned to Secured Party and shall be paid directly to Secured Party. At its option, at any time after an Event of Default and at Borrower's expense, Secured Party may, in addition to its other rights hereunder, sue, compromise on terms it considers proper, endorse, sell or otherwise deal with the Accounts and Loans and proceeds of any Collateral either in its own name or that of Borrower. After deduction of any expenses, including, without limitation, attorneys fees and expenses, to the extent permitted under applicable law, all proceeds received by Secured Party may be applied by Secured Party to payment of any Obligations, if due, whether at maturity, by acceleration or otherwise, in such order as Secured Party may choose. At any time and from time to time, Secured Party may make like application of the balance of the collateral collection account or it may release all or a part of the balance to Borrower.

9. ASSIGNMENTS, INVOICES AND INFORMATION. At Secured Party's request, Borrower shall:

(a) give Secured Party assignments in the form specified by Secured Party of specific Accounts and Loans as the Accounts and Loans arise;

(b) furnish Secured Party with the original or a copy of invoices, and contracts applicable to each Account and Loan noting thereon, if Secured Party so requires, Secured Party's assignment and any additional statement required; and/or

(c) notify Secured Party immediately if any Account or Loan arises out of a contract with the United States or any of its agencies and take any action required by Secured Party with reference to the Federal Assignment of Claims Act.

10. NOTATION OF ASSIGNMENT, INFORMATION AND PAYMENT OF ACCOUNTS. When and to the extent required by Secured Party, Borrower shall:

(a) mark records of Accounts, Loans and contract rights (to the extent included in Accounts) in a manner satisfactory to Secured Party to show Secured Party's interest therein;

(b) furnish to Secured Party satisfactory evidence of performance of contracts and Loans; and

(c) give Secured Party lists of account borrowers (showing names, addresses and amounts owing) and such other data concerning its Accounts and Loans as Secured Party may from time to time specify.

11. FINANCING STATEMENTS; PERFECTION.

(a) Borrower irrevocably authorizes Secured Party to prepare and file any financing statement, amendments, continuations, and all other documents, as Secured Party deems necessary to perfect and maintain the security interest and lien granted herein. This authorization shall remain in full force and effect and may be relied on by Secured Party as long as any Obligations remain outstanding.

(b) Borrower agrees to promptly execute and deliver to Secured Party, concurrently with this Agreement and at any time thereafter, at Secured Party's request, all financing statements, assignments, promissory notes, certificates of title, affidavits, reports, notices, schedules of Accounts, designations of Inventory, letters of authority, stock certificates and any and all other documents and agreements, in form satisfactory to Secured Party, to perfect and maintain its security interest in the Collateral.

(c) Except as otherwise provided in this Agreement or any other agreement between Borrower and Secured Party, without the prior written consent of Secured Party, Borrower will not allow or suffer any adverse financing statement covering the Collateral, or any portion thereof, to be on file in any public office.

12. RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default, and at any time thereafter, Secured Party shall have the rights and remedies of a secured party under the Code in addition to the rights and remedies provided herein or in any other instrument or agreement executed by Borrower.

Without limiting the generality of the foregoing, Borrower expressly agrees that in any such event Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Borrower or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase or sell or otherwise dispose of and deliver the Collateral (or contract to do so), or any part

thereof, in one or more parcels at public or private sale or sales, at any exchange broker's board or at any of Secured Party's offices or elsewhere at such prices as Secured Party may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Secured Party shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right of equity of redemption, which equity of redemption Borrower hereby releases. Secured Party may require Borrower to assemble the Collateral and proceeds and make them available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to all parties.

Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care, safe-keeping or otherwise of any or all of the Collateral or in any way relating to the rights of Secured Party hereunder, including, without limitation, reasonable attorneys fees and expenses, to the payment in whole or in part of the Obligations, in such order as Secured Party may elect, Borrower remaining liable for any deficiency remaining unpaid after such application, and only after so paying over such net proceeds and after the payment by Secured Party of any other amount required by any provision of law, need Secured Party account for the surplus, if any, to Borrower. To the extent permitted by applicable law, Borrower waives all claims, damages and demands against Secured Party arising out of the repossession, retention or sale of the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Borrower reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower, at least ten (10) days before the time of the sale or disposition. Borrower shall pay to Secured Party on demand any and all expenses, including, without limitation, reasonable attorneys fees and expenses, to the extent permitted under applicable law, incurred or paid by Secured Party in protecting or enforcing the Obligations and other rights of Secured Party hereunder including its rights to take possession of Collateral and proceeds thereof.

13. SECURED PARTY'S APPOINTMENT AS ATTORNEY-IN-FACT. Borrower hereby irrevocably constitutes and appoints Secured Party, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in the sole and absolute discretion of Secured Party, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments, including without limitation, any financing statements necessary or helpful to perfect or continue Secured Party's security interest in the Collateral, which may be necessary or desirable to accomplish the purposes of this Agreement. This power of attorney being coupled by an interest shall be irrevocable so long as any Obligations remain unpaid. All acts of any such attorney are ratified and approved, and except for willful misconduct, he or she will not be liable for any act or omission or for any error of judgment or mistake of law.

14. SECURITY NOT CONTINGENT. Secured Party's rights under this Agreement shall not be contingent upon the exercise or enforcement by Secured Party of any other rights or remedies he may have against Borrower or others. No election by Secured Party to proceed in one form of

action or proceeding, or against any party, or on any obligation, shall constitute a waiver of Secured Party's right to enforce its rights under this Agreement.

15. GENERAL. Secured Party shall not be deemed to have waived any of its rights hereunder or under any other agreement or instrument signed by Borrower unless such waiver be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All of Secured Party's rights and remedies, whether evidenced hereby or by any other agreement or instrument, shall be cumulative and may be exercised singularly or concurrently. Any demand upon or notice to Borrower that Secured Party may elect to give shall be effective when deposited in the mails addressed to Borrower at its principal place of business. Demands or notices addressed to Borrower's address at which Secured Party customarily communicates with Borrower shall also be effective. This Agreement shall be terminated only by the filing of a termination statement in accordance with the applicable provisions of the Code and/or when there are no outstanding Obligations and no commitments on the part of Borrower to Secured Party under any agreement which might give rise to any Obligations. Prior to such termination this shall be a continuing agreement in every respect. This Agreement and all rights and obligations hereunder including matters of construction, validity and performance, shall be governed by the laws of the State of Michigan. This Agreement is intended to take effect when signed by Borrower and delivered to Secured Party. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Facsimile copies of signatures to this Agreement shall be deemed to be originals, and the parties may rely upon such facsimile copies to the same extent as the originals.

[Remainder of page intentionally left blank. Signatures on following page.]

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

"BORROWER"

ORIGEN FINANCIAL, L.L.C., a Delaware limited liability company

By: /s/ Ronald Klein

Its: CEO

"SECURED PARTY"

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland corporation
Its: General Partner

By: /s/ Gary A. Shiffman

Its: CEO

EXHIBIT 10.57

LIMITED LIABILITY COMPANY INTEREST SECURITY AND PLEDGE AGREEMENT

THIS LIMITED LIABILITY COMPANY INTEREST SECURITY AND PLEDGE AGREEMENT (as amended from time to time, the "Agreement") is made as of February 1, 2002 by ORIGEN FINANCIAL, L.L.C., a Delaware limited liability company ("Pledgor"), in favor of SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership (the "Secured Party").

R E C I T A L S:

A. Pledgor currently owns 100% of the membership interests in Origen Special Purpose, L.L.C., a Delaware limited liability company, Origen Manufactured Home Financial, L.L.C., a Delaware limited liability company, and Origen Insurance Agency, L.L.C., a Virginia limited liability company, Origen Financial of South Dakota, L.L.C., a Delaware limited liability company (collectively, the "Subsidiaries").

B. The Secured Party has agreed to make available to Pledgor and Origen Financial, Inc. ("Origen Inc." and together with Pledgor, the "Origen Companies") a line of credit up to the amount of $17,500,000 (the "Loan"), pursuant to the terms and conditions of that certain Amended and Restated Subordinated Loan Agreement dated February 1, 2002, among Pledgor, Origen Inc. and the Secured Party (as amended from time to time, the "Loan Agreement"), and the Related Documents (as defined in the Loan Agreement).

C. To secure the prompt satisfaction by Pledgor of all of its obligations to the Secured Party under the Loan Agreement and the Related Documents, Pledgor has agreed to execute and deliver this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all liabilities, obligations and indebtedness owed by Pledgor to the Secured Party under the Loan Agreement and the Related Documents (collectively, the "Obligations"), Pledgor grants to the Secured Party a first security interest in and to Pledgor's right, title and interest as a member (the "Membership Interests") in each of the Subsidiaries, including, without limitation, any and all moneys or other property payable or to become payable to Pledgor or to which Pledgor now or in the future may be entitled, in its capacity as a member in the Subsidiaries, including, without limitation, by way of distribution, return of capital or otherwise in respect of the Membership Interests, and, to the extent not otherwise included, all "proceeds" of the Membership Interests as such term is defined in the Uniform Commercial Code (the "Code") from time to time in effect in the State of Michigan (collectively, the "Collateral").

2. DISTRIBUTIONS. So long as no default has occurred and is continuing under the Loan Agreement or the Related Documents (an "Event of Default"), Pledgor shall be entitled to receive for its own use all distributions with respect to the Membership Interests. If an Event of

Default has occurred and is continuing, Pledgor shall not be entitled to receive or retain other distributions paid in respect of the Membership Interests, whether in redemption of, or in exchange for the Membership Interests, or whether in connection with a reduction of capital, capital surplus or paid-in surplus or the Membership Interests or otherwise, other than for the payment of personal taxes of the members of the Subsidiaries associated with their investment in Subsidiaries, and any and all such dividends or distributions shall be forthwith delivered to the Secured Party to hold as Collateral and shall, if received by Pledgor, be received in trust for delivery to the Secured Party, be segregated from the other property or accounts of Pledgor, and be forthwith delivered to the Secured Party as Collateral in the same form as so received (with any necessary endorsements), with such Proceeds to be applied by the Secured Party to reduce the Obligations.

3. REGISTRATION OF PLEDGE. Concurrently with the execution of this Agreement, Pledgor has sent to each of the Subsidiaries written instructions in the form of Exhibit A, and has obtained from each of the Subsidiaries an executed acknowledgment and consent in the form of Exhibit A.

4. VOTING RIGHTS. So long as no Event of Default has occurred and is continuing, Pledgor may exercise all voting and membership rights with respect to the Membership Interests; provided, however, that no vote will be cast or membership right exercised or other action taken which would be inconsistent with or result in a breach of any provision of the Loan Agreement, the Related Documents, or this Agreement.

5. EVENT OF DEFAULT. If an Event of Default has occurred and is continuing, the Secured Party may direct the Subsidiaries to register the Membership Interests in the name of the Secured Party or its nominee, and the Secured Party or its nominee may thereafter receive all distributions with respect to, and exercise all voting, membership and other rights pertaining to, the Membership Interests as if it were the absolute owner of the Membership Interests.

6. REPRESENTATIONS AND WARRANTIES OF PLEDGOR. Pledgor represents and warrants to the Secured Party that (a) Pledgor is the record and beneficial owner of, and has good and legal title to, the Membership Interests, free of any and all liens or options in favor of, or claims of, any other person, except the lien created by this Agreement, and (b) Pledgor has the legal right to execute and deliver, to perform its obligations under, and to grant the security interest in the Collateral pursuant to, this Agreement.

7. ASSIGNMENT; PLEDGE; AMENDMENT. Without the prior written consent of the Secured Party, Pledgor will not (i) sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, the Collateral; (ii) create or permit to exist any lien or option in favor of, or any claim of, any person with respect to any of the Collateral, except, in either case, for the lien created by this Agreement; or (iii) amend or modify the Origen Special Purpose, L.L.C. Operating Agreement dated June 15, 2001, the Origen Manufactured Home Financial, L.L.C. Operating Agreement dated June 15, 2001, the Origen Insurance Agency, L.L.C. Operating Agreement dated June 15, 2001 or the Origen Financial of South Dakota L.L.C. Operating Agreement dated December 11, 2001 (as amended from time to time, collectively, the "Operating Agreements"), or enter into any agreement or arrangement with any Subsidiary or its respective members which amends or modifies the rights and obligations of such Subsidiary and its respective members as set

forth in such Subsidiary's Operating Agreement. Pledgor will defend the right, title and interest of the Secured Party in and to the Collateral against the claims and demands of all other persons.

8. FURTHER ASSURANCES. At any time and from time to time, upon the written request of the Secured Party, Pledgor will promptly execute and deliver such further instruments and documents and take such further actions as the Secured Party may reasonably request for the purposes of obtaining or preserving the security interest created by this Agreement, including, without limitation, the filing of any financing or continuation statements under the Code. Pledgor authorizes the Secured Party to file any such financing or continuation statement without the signature of Pledgor to the extent permitted by applicable law.

9. REMEDIES. If an Event of Default has occurred and is continuing, the Secured Party may exercise, in addition to all rights and remedies granted in the Loan Agreement, the Related Documents, and this Agreement, all rights and remedies of a secured party under the Code. The rights and remedies of the Secured Party are cumulative, may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

10. ATTORNEY-IN-FACT. Pledgor irrevocably constitutes and appoints the Secured Party, or its representative, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Pledgor, and in the name of Pledgor or in the Secured Party's name, after an Event of Default has occurred and for so long as it is continuing, for the purpose of carrying out the terms of this Agreement. Anything to the contrary contained herein notwithstanding, the Secured Party may not exercise the rights granted to them in this Section 10 unless the Pledgor has been provided with prior written notice of such exercise. The powers conferred on the Secured Party are solely to protect its interests in the Collateral and will not impose any duty upon the Secured Party to exercise any such powers. The Secured Party will be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Secured Party, nor its General Partner, or any of their officers, directors, employees or agents will be responsible to Pledgor or to the Subsidiaries for any act or failure to act.

11. LIMITATION ON DUTIES REGARDING COLLATERAL. The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under the Code or otherwise, will be to deal with it in the same manner as the Secured Party deals with similar securities and property for its own account. Neither the Secured Party, its General Partner, nor any of their directors, officers, employees or agents will be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or, except as provided by applicable law, will be under any obligation to sell or otherwise dispose of any Collateral upon the request of Pledgor or otherwise.

12. NO WAIVER. The Secured Party will not by any act, delay, omission or otherwise be deemed to have waived any right or remedy under this Agreement or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions of this Agreement except by a written instrument executed by the Secured Party. No single or partial exercise of any right, power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or remedy under this Agreement on any one occasion will not be construed as a bar to any right or remedy which the

Secured Party would otherwise have on any future occasion.

13. AMENDMENTS. The terms and provisions of this Agreement may not be waived or modified except by a written instrument executed by Pledgor and the Secured Party.

14. BENEFIT AND BINDING EFFECT. This Agreement will be binding upon the successors and permitted assigns of Pledgor and will inure to the benefit of the Secured Party and its successors and assigns.

15. COUNTERPARTS; REPRODUCTIONS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Facsimile copies of signatures to this Agreement shall be deemed to be originals, and the parties may rely upon such facsimile copies to the same extent as the originals..

16. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

[signatures on following page]

IN WITNESS WHEREOF, Pledgor and the Secured Party have executed this Agreement as of the date first above written.

PLEDGOR:

ORIGEN FINANCIAL, L.L.C., a Delaware limited liability company

By: /s/ Ronald Klein

Its: CEO

SECURED PARTY:

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland corporation
Its: General Partner

By: /s/ Gary A. Shiffman

Its: CEO

EXHIBIT 10.58

AMENDED AND RESTATED GUARANTY

THIS AMENDED AND RESTATED GUARANTY (the "Amended Guaranty") is made February 1, 2002 by Bingham Financial Services Corporation, a Michigan corporation ("Bingham"), in favor of Sun Communities Operating Limited Partnership, a Michigan limited partnership ("SCOLP").

RECITALS:

A. Guarantor has executed and delivered to Lender a Guaranty dated December 18, 2001, as affirmed by the Affirmation of Guaranty dated January 1, 2002 (collectively, the "Original Guaranty"), pursuant to which Guarantor guaranteed the payment and performance when due of certain obligations owing from Origen Financial, Inc. ("Origen Inc.") to SCOLP, including without limitation under the line of credit loan (the "Line of Credit") evidenced by the Subordinated Loan Agreement dated December 18, 2001 between Origen Inc. and Lender, as amended by the First Amendment to Subordinated Loan Agreement dated January 1, 2002 (collectively, the "Original Loan Agreement") and the Promissory Note in the original principal amount of $12,500,000 dated December 18, 2001 executed by Origen Inc. in favor of Lender, as amended by the First Amended Promissory Note dated January 1, 2002 in the original principal amount of $17,500,000 (collectively, the "Prior Note").

B. The Line of Credit is secured by the collateral described in the Amended and Restated Security Agreement dated February 1, 2002 between Origen Inc. and SCOLP, the Amended and Restated Limited Liability Company Interest Security and Pledge Agreement dated February 1, 2002 between Origen Inc. and SCOLP, the Amended and Restated Stock Pledge Agreement dated February 1, 2002 between Origen Inc. and SCOLP, and various Uniform Commercial Code financing statements filed to perfect the security interests granted under the foregoing agreements (the "Origen Inc. Security Documents").

C. Origen Inc., Origen Financial, L.L.C. ("Origen LLC" and together with Origen Inc., the "Borrowers") and Lender have entered into an Amended and Restated Subordinated Loan Agreement dated February 1, 2002 (the "Amended and Restated Loan Agreement") and the Borrowers have executed a Second Amended and Restated Promissory Note dated February 1, 2002 (the "Second Amended Note"), pursuant to which Lender has agreed to make advances under the Line of Credit, as amended, to each of the Borrowers.

D. As further security for the Line of Credit, as amended, Origen LLC has granted SCOLP a security interest in the collateral described in the Security Agreement dated February 1, 2002 between Origen LLC and SCOLP and the Limited Liability Company Interest Security and Pledge Agreement dated February 1, 2002 between Origen LLC and SCOLP (collectively, the "Origen LLC Security Documents" and together with the Origen Inc. Security Documents, the "Origen Security Documents").

E. The Borrowers may from time to time request loans, advances or other financial accommodations from SCOLP and SCOLP may, in its discretion, honor such requests in whole or part and thereby either of the Borrowers may from time to time be indebted to SCOLP, including without limitation, under (i) the Amended and Restated Loan Agreement; (ii) the

Second Amended Note; and (iii) the Origen Security Documents (collectively, the "Origen Loan Documents").

F. SCOLP is unwilling to make loans, advances or extend other financial accommodations to or otherwise do business with the Borrowers unless Bingham continues to unconditionally guarantee payment of all present and future indebtedness and obligations of each of the Borrowers to SCOLP and as a condition of amending the Line of Credit, Lender has required that Guarantor execute and deliver this Amended Guaranty.

G. Bingham is the sole shareholder of Origen Inc. and a member of Origen LLC and will directly benefit from SCOLP's making of loans, advances or extending other financial accommodations to or otherwise doing business with the Borrowers.

H. Bingham desires to amend and restate the original Guaranty in its entirety in accordance with the terms and conditions set forth in this Amended Guaranty.

NOW, THEREFORE, in order to induce SCOLP to make loans, advances or extend other financial accommodations to and otherwise do business with the Borrowers and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Bingham hereby covenants and agrees with SCOLP as follows:

1. GUARANTY. Bingham hereby irrevocably and unconditionally guarantees to SCOLP and its successors and assigns: (a) the full and prompt payment and performance when due of the Indebtedness, as hereinafter defined; and (b) the payment, compliance with and performance of all other obligations, covenants, representations and warranties of every kind, nature and description in accordance with all instruments and documents executed by either Borrower in favor of SCOLP, whether now owing or existing or heretofore or hereafter created or arising, regardless of whether such obligations, covenants, representations or warranties are held to be unenforceable, void or of no effect against either Borrower and including without limitation, those under any loan agreement and/or promissory note executed and delivered by either Borrower to SCOLP, and any extensions, modifications or renewals thereof. The term "Indebtedness" shall mean all principal, interest, attorneys' fees, commitment fees, liabilities for costs and expenses and all other indebtedness, obligations and liabilities under and in accordance with the terms of all instruments and documents executed by either Borrower in favor of SCOLP, whether direct or indirect, absolute or contingent and whether now owing or existing or heretofore or hereafter created or arising, and regardless of whether such indebtedness, obligations or liabilities are held to be unenforceable, void or of no effect against either Borrower, and all costs, expenses and fees, including reasonable attorneys' fees, arising in connection with the collection or enforcement of any or all amounts, indebtedness, obligations and liabilities of either Borrower to SCOLP, as described above, regardless of whether either Borrower is held to be liable for such amounts. Bingham acknowledges and agrees that any indebtedness of either Borrower to SCOLP as evidenced by any promissory note may be extended or renewed upon maturity at the sole discretion of SCOLP and that the Indebtedness as defined herein, the payment of which is hereby guaranteed, shall include, without limitation, all indebtedness and other obligations as extended or renewed and as may be evidenced by any renewal promissory note.

2. GUARANTY UNCONDITIONAL. This is an irrevocable, unconditional and absolute guaranty of payment, and not of collection, and the undersigned agrees that its liability on this Amended Guaranty shall be immediate and SCOLP may have immediate recourse against Bingham for full and immediate payment of the Indebtedness at any time after the Indebtedness or any part thereof, has not been paid when due (whether by acceleration or otherwise) or Origen has defaulted or otherwise failed to perform when due any of its obligations, covenants, representations or warranties to SCOLP.

3. LIABILITY NOT CONTINGENT. The liability of Bingham on this Amended Guaranty shall not be contingent upon the exercise or enforcement by SCOLP of whatever remedies it may have against either Borrower or others, or the enforcement of any lien or realization upon any security or collateral SCOLP may at any time possess. Any one or more successive and/or concurrent actions may be brought hereon against Bingham either in the same action, if any, brought against either Borrower or in separate actions, as often as SCOLP, in its sole discretion, may deem advisable. No election to proceed in one form of action or proceeding, or against any party, or on any obligation, shall constitute a waiver of SCOLP's right to proceed in any other form of action or proceeding or against other parties unless SCOLP has expressly waived such right in writing. Specifically, but without limiting the generality of the foregoing, no action or proceeding by SCOLP against either Borrower under any document or instrument evidencing or securing the Indebtedness shall serve to diminish the liability of Bingham, except to the extent SCOLP realizes payment by such action or proceeding, notwithstanding the effect of any such action or proceeding upon Bingham's right of subrogation against either Borrower. Receipt by SCOLP of payment or payments with knowledge of the breach of any provision with respect to any of the Indebtedness shall not, as to Bingham, be deemed a waiver of such breach. All rights, powers and remedies of SCOLP hereunder and under any other agreement now or at any time hereafter in force between SCOLP and Bingham shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to SCOLP by law.

4. LIABILITY ABSOLUTE. Bingham agrees that its liability hereunder is absolute and unconditional and that SCOLP shall not be obligated (although it may do so at its sole option) before being entitled to direct recourse against Bingham to take any steps, whatsoever to preserve, protect, accept, perfect SCOLP's interest in, foreclose upon or realize on collateral security, if any, for the payment of the Indebtedness or any other guaranty of the Indebtedness or in any other respect exercise any diligence whatever in collecting or attempting to collect the Indebtedness by any means.

5. NO IMPAIRMENT OF LIABILITY. The liability of Bingham shall in no way be affected or impaired by: (a) any amendment, alteration, extension, renewal, waiver, indulgence or other modification of the Indebtedness; (b) any settlement or compromise in connection with the Indebtedness; (c) any subordination of payments under the Indebtedness to any other debt or claim; (d) any substitution, exchange, release or other disposition of all or any part of any collateral for the Indebtedness; (e) any failure, delay, neglect, act or omission by SCOLP to act in connection with the Indebtedness; (f) any advances for the purpose of performing any covenant or agreement of either Borrower, or curing any breach; (g) the filing by or against either Borrower of bankruptcy, insolvency, reorganization or other debtor's relief afforded either

Borrower pursuant to the present or future provisions of the Bankruptcy Code or any other state or federal statute or by the decision of any court; or (h) any other matter whether similar or dissimilar to the foregoing. The obligations of Bingham are unconditional, notwithstanding any defect in the genuineness, validity, regularity or enforceability of the Indebtedness or any other circumstances whether or not referred to herein, which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

6. WAIVERS. Bingham hereby waives each and every defense which, under principles of guaranty or suretyship law or otherwise, would otherwise operate to impair or diminish the liability of Bingham hereunder, including, without limitation: (a) notice of acceptance of this Amended Guaranty and of creations of Indebtedness of either Borrower to SCOLP; (b) any subrogation to the rights of SCOLP against either Borrower until the Indebtedness has been paid in full; (c) presentment and demand for payment of any Indebtedness of either Borrower; (d) protest, notice of protest, and notice of dishonor or default to Bingham or to any other party with respect to any of the Indebtedness; (e) all other notices to which Bingham might otherwise be entitled; (f) any demand for payment under this Amended Guaranty; (g) any defense arising by reason of any disability or other defense of either Borrower by reason of the cessation from any cause whatsoever of the liability of either Borrower; (h) any rights to extension, composition or otherwise under the Bankruptcy Code or any amendments thereof, or under any state or other federal statute; (i) any right or claim or claim of right to cause a marshalling of either Borrower's assets; and (j) any participation in any of the Indebtedness by a third party. No notice to or demand on Bingham shall be deemed to be a waiver of the obligation of Bingham or of the right of SCOLP to take further action without notice or demand as provided herein; nor in any event shall any modification or waiver of the provisions of this Amended Guaranty be effective unless in writing nor shall any such waiver be applicable except in the specific instance for which given.

7. WARRANTIES AND REPRESENTATIONS. Bingham represents, warrants and covenants to SCOLP that, as of the date of this Amended Guaranty: Bingham is meeting its current liabilities as they mature; any financial statements of Bingham furnished SCOLP are true and correct and include in the footnotes thereto all contingent liabilities of Bingham; since the date of said financial statements there has been no material adverse change in the financial condition of Bingham; there are not now pending any material court or administrative proceedings or undischarged judgments against Bingham and no federal or state tax liens have been filed or threatened against Bingham, nor is Bingham in default or claimed default under any agreement for borrowed money.

8. NOTICES. Bingham agrees to immediately give SCOLP written notice of any material adverse change in its financial condition, including but not limited to litigation commenced, tax liens filed, default claimed under its indebtedness for borrowed money or bankruptcy proceedings commenced by or against Bingham. Bingham agrees to deliver, timely to SCOLP, annual financial statements for the preceding fiscal year; and at such reasonable times as SCOLP requests to furnish its current financial statements to SCOLP and permit SCOLP or its representatives to inspect at Bingham's offices, its financial records and properties and make extracts therefrom in order to evaluate the financial condition of Bingham.

9. MISCELLANEOUS. This Amended Guaranty shall inure to the benefit of SCOLP and its successors and assigns, including each and every holder or owner of any of the indebtedness guaranteed hereby. In the event that any person other than SCOLP shall become a holder or owner of any of the Indebtedness, each reference to SCOLP hereunder shall be construed as if it referred to each such holder or owner. This Amended Guaranty shall be binding upon Bingham and its successors and assigns. Bingham agrees that recourse may be had against its earnings and separate property for all of Bingham's obligations under this Amended Guaranty. This Amended Guaranty and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Michigan.

10. JURY WAIVER. BINGHAM ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. BINGHAM, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR ITS BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AMENDED GUARANTY OR THE INDEBTEDNESS.

11. COLLATERAL. This Amended Guaranty is secured by the collateral described in (i) the Amended and Restated Security Agreement dated December 13, 1999, as amended, between SCOLP and Bingham; (ii) the Membership Pledge Agreement dated December 13, 1999 between SCOLP and Bingham (with respect to membership interests in Bloomfield Acceptance Company, L.L.C. and Bloomfield Servicing Company, L.L.C.); (iii) the Stock Pledge Agreement dated December 13, 1999 between SCOLP and Bingham; (iv) the Stock Pledge Agreement dated October 20, 2000 between SCOLP and Bingham; and (v) various Uniform Commercial Code financing statements filed to perfect the security interests granted under the foregoing agreements.

12. GUARANTY FREELY GIVEN. THIS AMENDED GUARANTY IS FREELY AND VOLUNTARILY GIVEN TO SCOLP BY BINGHAM, WITHOUT ANY DURESS OR COERCION, AND AFTER BINGHAM HAS EITHER CONSULTED WITH COUNSEL OR BEEN GIVEN AN OPPORTUNITY TO DO SO, AND BINGHAM HAS CAREFULLY AND COMPLETELY READ ALL OF THE TERMS AND PROVISIONS OF THIS AMENDED GUARANTY.

IN WITNESS WHEREOF, this Amended Guaranty was executed and delivered by the undersigned on the date stated in the first paragraph above.

BINGHAM FINANCIAL SERVICES CORPORATION

/s/ Ronald A. Klein

By: Ronald A. Klein, President and Chief Executive Officer

0839546.03

INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT (the "Agreement") is made and entered into as of July 20, 2001, by and among the investors signing this Agreement (collectively, the "Investors") who have agreed to participate in BFSC's Recapitalization Plan by making the Capital Contributions into OFLLC in exchange for the issuance of the number of Membership Units in OFLLC which are set forth next to each Investor's name on Exhibit A attached hereto. Capitalized terms that are used in this Agreement are defined in Section 1 below.

WITNESSETH:

A. OFLLC: (i) was organized on June 15, 2001 by filing a Certificate of Formation with the Delaware Secretary of State, (ii) has not engaged in any business to date, and (iii) is the sole owner of the OFLLC Subsidiaries.

B. BFSC is and has been the sole member of OFLLC since the date that OFLLC was organized but has heretofore not contributed any assets or services to OFLLC.

C. The parties to this Agreement have agreed that concurrently with the satisfaction of the Conditions Precedent, (i) the Investors (other than BFSC) shall be admitted as new members of OFLLC and make the Capital Contributions into OFLLC which are set forth next to each of their respective names on Exhibit A attached hereto in exchange for the issuance of the number of Series B Units and Series C Units in OFLLC which are set forth next to the name of each such Investor on Exhibit A, and (ii) BFSC shall consummate the Mergers in accordance with the terms set forth in the Merger Agreement in exchange for the issuance to BFSC of the number of Series A Units in OFLLC that are set forth on Exhibit A.

NOW, THEREFORE, in consideration of the premises and for other of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms have the respective meanings set forth below:

"BFSC" means Bingham Financial Services Corporation, a Michigan corporation.

"BFSC CONDITIONS PRECEDENT" means collectively all of the following:

(a) On the Closing Date, SCOLP having provided and/or having committed to provide the SCOLP Line of Credit to OFLLC during the 12 month period following the Closing Date; and

(b) If a meeting of the shareholders of BFSC is held for the purpose of considering the execution and delivery of the Transaction Documents, the consummation of the Mergers and the other transactions contemplated by this Agreement, Gary Shiffman and all entities and trusts that are directly

and/or indirectly owned or controlled by Gary Shiffman or members of his immediate family (i.e., parents, spouse, or children or trusts for their benefit) who directly or indirectly own stock in BFSC or who own or control voting rights in entities that own stock in BFSC (collectively, the Shiffman Entities") shall have voted in favor of the execution and delivery of the Transaction Documents, the consummation of the Mergers, and the consummation of the transactions contemplated by this Agreement; provided that if no such meeting of the BFSC shareholders is held, this condition precedent shall be deemed to have been satisfied, and

(c) At the time of or prior to the Closing, the Investors (other than BFSC) shall not have undertaken any action that would prevent or hinder the BFSC Entities from meeting the conditions precedent set forth in Sections 7.1(c),(e),(m) and 7.2(e) of the Merger Agreement.

"BFSC ENTITIES" shall mean collectively BFSC, OFI, and the OFI Subsidiaries.

"CAPITAL CONTRIBUTIONS" means (a) with respect to the Investors (other that BFSC), the capital contributions into OFLLC which are set forth next to the name of each such Investor on Exhibit A attached hereto, and (b) with respect to BFSC, the consummation of the Mergers that are more particularly described in the Merger Agreement.

"CERTIFICATE OF FORMATION" means the Certificate of Formation of OFLLC fled with the Delaware Secretary of State in accordance with the Delaware Act, as the same may be amended or restated from time to time.

"CLOSING" has the meaning ascribed in Section 5 of this Agreement.

"CLOSING DATE" has the meaning ascribed in Section 5 of this Agreement.

"CONDITIONS PRECEDENT" means collectively the Primary Conditions Precedent, the Diligence Conditions Precedent, and the Secondary Conditions Precedent.

"DELAWARE ACT" means the Delaware Limited Liability Company Act, Del. Code Ann. tit.6, Sections 18-101 to -1109, as it may be amended from time to time.

"DILIGENCE CONDITIONS PRECEDENT" means collectively all the following:

(a) On or before August 31, 2001, BFSC shall have obtained a Fairness Opinion;

(b) On or before December 31, 2001, each of the conditions precedent set forth in Sections 7.1(c) and (m) of the Merger Agreement shall have been satisfied, provided however, in the case of Section 7.1(c) of the Merger Agreement, approval of BFSC's shareholders shall not be one of the Diligence Conditions Precedent but shall be

one of the Primary Conditions Precedent under Section (a) of the definition of Primary Conditions Precedent.

"FAIRNESS OPINION" means a fairness opinion received by BFSC from an independent investment banking firm which indicates that the Recapitalization Plan and the consummation of the transactions contemplated by the Transaction Documents and this Agreement are fair to BFSC and its shareholders.

"INVESTORS" means collectively the persons and/or entities described on Exhibit A.

"LIBOR" means a variable rate of interest equal to the 30 day London Inter-Bank Offered Rate.

"LIMITED LIABILITY COMPANY AGREEMENT" means the Limited Liability Company Agreement of the OFLLC, as it may be amended or restated from time to time, a draft of which is attached hereto as Exhibit C.

"MANAGING BOARD" means the managing board of OFLLC which (a) shall have a total of five votes and may have up to five persons who shall be designated as follows (i) the Investors (other than BFSC) shall have the right to control three votes (and appoint up to three persons to serve on OFLLC's Managing Board), and (ii) BFSC shall have the right to control two votes (and appoint up to two persons to serve on OFLLC's Managing Board), and (b) shall act by the consent or vote of the majority of the five votes allocated between BFSC and the Investors (other than BFSC).

"MATERIAL ADVERSE CHANGE" means any circumstance, change in, or effect on the condition (financial or otherwise), business, assets or results of operations of the BFSC Entities and/or the Recapitalized BFSC Entities (as applicable), which, either individually or in the aggregate: (a) is or is reasonably likely to be materially adverse to the pre-Closing business, operations, assets, liabilities, employee relationships, distribution, customers or supplier relationships, results of operations or the condition (financial or otherwise) of the BFSC Entities, or (b) could materially adversely affect the ability of the Recapitalized BFSC Entities to operate or conduct their on-going post-Closing business operations.

"MEMBERSHIP UNITS" means collectively the Series A Units and Series B Units to be issued to the Investors by OFLLC in the manner described on Exhibit A attached hereto.

"MERGER AGREEMENT" means the Merger Agreement dated December 17, 2001 by and among the BFSC Entities and the Recapitalized BFSC Entities, a draft of which is attached hereto as Exhibit D, pursuant to which BFSC will cause the mergers of (a) OFI with and into OFLLC, (b) Origen Special Holdings Corporation with and into Origen Special Purpose L.L.C.; (c) Origen Manufactured Home Financial, Inc. with and into Origen Manufactured Home Financial, L.L.C., and (d) Origen Insurance Agency, Inc. with and into Origen Insurance Agency, L.L.C., each as more fully described in such Merger Agreement.

"MERGERS" mean the statutory merger transactions described in the Merger Agreement.

"OFI" shall mean Origen Financial, Inc., a Virginia corporation.

"OFI SUBSIDIARIES" shall mean collectively each of the following corporations which are wholly owned by OFI: Origen Special Holdings Corporation which is organized in Delaware, and Origen Manufactured Home Financial, Inc. and Origen Insurance Agency, Inc., each of which is organized in Virginia.

"OFLLC" means Origen Financial L.L.C., a limited liability company organized under the laws of the State of Delaware pursuant to the Certificate of Formation and OFLLC's Limited Liability Company Agreement.

"OFLLC SUBSIDIARIES" shall mean collectively each of the following limited liability companies which are wholly owned by OFLLC: Origen Special Purposes, L.L.C., Origen Manufactured Home Financial, L.L.C., and Origen Special Purpose II, L.L.C., each organized in Delaware, and Origen Insurance Agency, L.L.C., organized in Virginia.

"PRIMARY CONDITIONS PRECEDENT" means collectively all of the following:

(a) On or before October 31, 2001, BFSC shall have obtained resolutions adopted by its board of directors and shareholders authorizing the execution and delivery of the Transaction Documents, the consummation of the Mergers and the consummation of the transactions contemplated by this Agreement, provided, however, that in the case of obtaining authorization by BFSC's shareholders for the foregoing matters (the "BFSC Shareholder Approval"), in the event that BFSC has diligently taken steps to obtain the BFSC Shareholder Approval by promptly submitting a proxy to the SEC (the "BFSC Proxy"), the deadline for obtaining the BFSC Shareholder Approval (i.e., October 31, 2001) shall be extended (if necessary) by the number of days in excess of 30 days during which BFSC is diligently seeking SEC approval of the BFSC Proxy;

(b) From the date of this Agreement to the Closing Date, no Material Adverse Change arising from of any action or inaction of any of the BFSC Entities shall have occurred to any of the BFSC Entities and/or the Recapitalized BFSC Entities

(c) On the Closing Date each of the conditions precedent set forth in Sections 7.1(a), (b), (f), (h) and (i), of the Merger Agreement shall have been satisfied.

(d) On or before October 31, 2001, each of the conditions precedent set forth in Sections 7.1 (k) and (l) of the Merger Agreement shall have been satisfied.

"RECAPITALIZED BFSC ENTITIES" shall mean collectively BFSC, OFLLC, and the OFLLC Subsidiaries.

"RECAPITALIZATION PLAN" means the Recapitalization Plan of Bingham Financial Services Corporation which is more particularly described on the Term Sheet and in the schematic representations that are attached hereto as Exhibit E.

"SCOLP" means Sun Communities Operating Limited Partnership, a limited partnership organized under the laws of Michigan.

"SCOLP LINE OF CREDIT" means the $12,500,000.00 stand-by line of credit to be issued by SCOLP to OFLLC prior to and/or concurrently with the execution of the Transaction Documents. The SCOLP Line of Credit shall: (a) provide for a commitment fee to be determined based on current market rates for similar facilities which shall be paid by OFLLC to SCOLP in the event that OFLLC draws on the SCOLP Line of Credit, (b) be available to OFLLC during the twelve month period following the Closing Date, (c) bear interest at the rate of 700 bps over 30 day LIBOR per annum with a floor of 11% and a cap of 15%, (d) be subordinated in all respects to BFSC Entities' current credit facility (the "Senior Facility") with Credit Suisse First Boston Mortgage Capital, LLC (the "Senior Lender"), and (e) be secured by all assets of OFLLC and the OFLLC Subsidiaries to the extent permitted under the credit facility documents related to the Senior Facility.

"SEC" means the Securities and Exchange Commission.

"SECONDARY CONDITIONS PRECEDENT" means collectively all of the following:

(a) From the date of this Agreement to the Closing Date, no Material Adverse Change arising from any occurrence other than the action or inaction of any of the BFSC Entities shall have occurred to any of BFSC Entities and/or Recapitalized BFSC Entities;

(b) On the Closing Date the condition precedent set forth in Section 7.1(e) of the Merger Agreement shall have been satisfied.

(c) On or before October 31, 2001, the condition precedent set forth in Section 7.1 (n) of the Merger Agreement shall have been satisfied.

"SERIES A UNITS" means the Membership Units in OFLLC designated as Series Units on Exhibit A attached hereto, which Series A Units (i) are to be issued to BFSC upon the consummation of the Mergers and the Recapitalization Plan, and (ii) shall have such rights, terms, and obligations as provided for in OFLLC's Limited Liability Company Agreement.

"SERIES B UNITS" means the Membership Units in OFLLC designated as Series B Units on Exhibit A attached hereto, which Series B Units (i) are to be issued to the Investors (other than BFSC) who have made the Capital Contributions that are set forth on Exhibit A attached hereto upon the consummation of the Recapitalization Plan, and (ii) shall have such rights, terms, and obligations as provided for in OFLLC's Limited Liability Company Agreement.

"TERM SHEET" means the term sheet attached hereto as Exhibit F.

"TRANSACTION DOCUMENTS" means collectively this Agreement, the Limited Liability Company Agreement, the Merger Agreement, the Series A Units, the Series B Units, and all additional documents, instruments, and/or agreements that are delivered in connection with the consummation of the Recapitalization Plan and related transactions described in this Agreement.

2. ORGANIZATION OF OFLLC AND OFLLC SUBSIDIARIES. The parties to this Agreement acknowledge and agree that; (a) BFSC has heretofore retained counsel to: (i) prepare and file Articles of Organization for OFLLC and the OFLLC Subsidiaries, and (ii) prepare the Limited Liability Company Agreement, the Merger Agreement, and the Transaction Documents which are necessary to consummate the Recapitalization Plan and in accordance with the terms set forth in the Term Sheet and this Agreement, and (b) concurrently with the consummation of the Recapitalization Plan, OFLLC shall be governed by a Managing Board whose initial members shall be (a) Ronald Klein who shall exercise the two votes allocated to BFSC, and (b) representatives of the Investors (other than BFSC) who shall exercise the three votes allocated to the Investors (other than BFSC).

3. CONSUMMATION OF RECAPITALIZATION PLAN; FUNDING CAPITAL CONTRIBUTIONS; AND EXECUTION OF TRANSACTION DOCUMENTS. On the Closing Date: (a) the Investors shall execute and deliver all Transaction Documents (other than this Agreement), (b) the BFSC Entities and the Recapitalized BFSC Entities shall consummate the Mergers, and (c) the Investors (other than BFSC) shall make the Capital Contributions to OFLLC that are described in this Agreement and on Exhibit A attached hereto.

4. ISSUANCE OF SERIES A UNITS AND SERIES B UNITS. Upon funding of all of the Capital Contributions and the consummation of the Mergers, OFLLC shall issue to each of the Investors the number of Series A Units or Series B Units which are set forth next to the name of each Investor on Exhibit A attached hereto.

5. CLOSING AND CLOSING DATE. Subject to the satisfaction of each of the Conditions Precedent, the closing of the transactions contemplated by this Agreement (the "Closing ") shall occur on or before December 31, 2001, or at such other date as shall be mutually agreed upon by the parties hereto (the "Closing Date").

6. CONDITIONS PRECEDENT. The obligation of the Investors (other than BFSC) to enter into the Transaction Documents or make Capital Contributions is subject to the satisfaction of all the Conditions Precedent (compliance with which, or the occurrence of which, may be waived in whole or in part by the Investors (other than BFSC), provided, however, that the funding of the Capital Contributions by the Investors (other than BFSC) and/or Closing shall be deemed a satisfaction or waiver of such Conditions Precedent). The obligation of BFSC to consummate the Merger or enter into the Transaction Documents is subject to the fulfillment of the BFSC Conditions Precedent and the other Investors making their Capital Contributions.

7. ADDITIONAL DOCUMENTS. Each of the parties to this Agreement agrees to execute and deliver and/or (where applicable) cause their affiliated entities to execute and deliver to BFSC, the Senior Lender and/or the other parties to this Agreement (where applicable) any and all documents, instruments, and/or agreements, in addition to those otherwise provided for herein, that may be necessary and/or appropriate to effectuate the provisions of this Agreement whether before, on or after the date of execution of this Agreement. In this regard, prior to the Closing Date, the Investors (other

than BFSC) shall have each obtained and delivered to BFSC resolutions adopted by their respective Board of Directors, Board of Managers, Shareholders and/or Members (as applicable) authorizing (where applicable) the execution and delivery of the Transaction Documents, the funding of their respective Capital Contributions, and the consummation of the transactions contemplated by the Transaction Documents and this Agreement. All Transaction Documents executed and delivered and all actions taken in connection with the Recapitalization Plan and the consummation of the transactions contemplated by this Agreement shall be reasonably satisfactory to the Investors and their counsel.

8. TRANSACTION FEES AND EXPENSES: RECIPROCAL BREAK-UP FEE. The parties to this Agreement hereby acknowledge and agree to the following terms and conditions relating to the payment of transaction fees and expenses and potential break-up fees relating to and/or arising out of the Recapitalization Plan and/or the transactions contemplated by the Transaction Documents and this Agreement:

(a) TRANSACTION FEES AND EXPENSES. In the event that the transactions relating to the Recapitalization Plan described in this Agreement are consummated, all transaction fees and expenses relating to the Recapitalization Plan, including, but not limited to, all costs and expenses associated with and/or relating to the negotiation, preparation, execution, and delivery of the Transaction Documents, any applicable licensing activities for the Recapitalized BFSC Entities, and all fees charged by legal, accounting and investment banking counsel to the Investors, shall be paid by OFLLC. In the event that the transactions relating to the Recapitalization Plan described in this Agreement are not consummated, the parties to this Agreement shall each bear their own respective costs and expenses in connection with the transactions contemplated by this Agreement.

(b) RECIPROCAL BREAK-UP FEE AND REIMBURSEMENT OF EXPENSES. The parties to this Agreement further acknowledge and agree that in the event: (a) all of the Conditions Precedent have been satisfied and BFSC is prepared to consummate the transactions contemplated by this Agreement on the terms and conditions set forth herein and in the Transaction Documents, and the Investors (excluding BFSC) have not executed the Transaction Documents and funded their respective Capital Contributions and/or the BFSC Conditions Precedent have not been satisfied, the Investors (other than BFSC) shall immediately pay BFSC a break-up fee in the amount of $2,000,000; and (b) (i) all of the Primary Conditions Precedent have not been satisfied, or (ii) any of the Diligence Conditions Precedent have not been satisfied and BFSC has not been diligently pursuing the satisfaction of any of such Diligence Conditions Precedent or if BFSC does not obtain a Fairness Opinion because a transaction involving a loan, joint venture, sale, merger or other similar business transaction (collectively, an "Alternative Transaction") between one or more of the BFSC Entities and a party or parties other than the Investors (other than BFSC) is pending or consummated, or (iii) all of the BFSC Conditions Precedent have been satisfied and the Investors (other than BFSC) are prepared to consummate the transactions contemplated by this Agreement under the terms and conditions that are set forth herein and in the Transaction Documents but BFSC has not executed the Transaction Documents and caused the Mergers to be consummated, or (iv) prior to or contemporaneously therewith any of the events described in the foregoing clauses (i) through (iii) occurring, BFSC shall stop pursuing the consummation of the transactions described in this Agreement because of the pendency or consummation of an Alternative Transaction, BFSC shall immediately pay to the Investors an aggregate break-up fee in the amount of $2,000,000 (which shall be allocated among and paid to the Investors (other than BFSC) in proportion to the amount that each such Investor's allocated Capital Contribution bears to the total amount of all Capital Contributions to be made by all Investors (other

than BFSC) to OFLLC). The parties acknowledge and agree that the damage either BFSC or the other Investors would incur if the transactions contemplated herein are not consummated would most likely be incapable of accurate calculation and that $2,000,000 is a reasonable estimate of the actual damages a party would incur in such event.

Further, in the event that (a) BFSC has diligently pursued the satisfaction of each of the Diligence Conditions Precedent and any of the Diligence Conditions Precedent have not been satisfied; or (b) any of the Secondary Conditions Precedent have not been satisfied, BFSC shall (a) immediately reimburse the Investors (other than BFSC) for all their out-of-pocket expenses incurred by them or any of their affiliates in connection with: (i) the preparation, drafting and negotiation of this Agreement and the Transaction Documents and any other document related to the transactions contemplated in this Agreement; and (ii) their due diligence review of the BFSC Entities, provided, however, that the aggregate amount of such reimbursements shall be capped at $300,000.00 (the "Investor Expense Reimbursements"), and (b) be relieved from any obligation to pay the Investors the $2,000,000.00 break-up fee referenced above.

Anything contained herein to the contrary notwithstanding, if (a) any Conditions Precedent are not satisfied due to of the unwillingness by any Investor (other than BFSC) to cooperate with and/or submit financial or other information to any governmental and/or licensing authorities which are required in connection with the submission by the Recapitalized BFSC Entities or applications to obtain the various licenses and permits that are necessary to permit the Recapitalized BFSC Entities to continue to operate their respective business operations after the Closing Date, and (b) such failure to cooperate with and/or submit financial or other information to any applicable governmental and/or licensing authority causes any of the Diligence Conditions Precedent (which are not waived) not to be satisfied, then; (i) no party to this Agreement shall be obligated to pay any of the break-up fees that are described in this Section 8(b), and (ii) BFSC shall not be obligated to pay the Investor Expense Reimbursements.

9. COMPLIANCE WITH SECURITIES LAWS. Each Investor acknowledges that, covenants with, and represents and warrants to, each of the Recapitalized BFSC Entities and each of the other Investors as follows:

(a) Such Investor is acquiring his, her, or its Membership Units for his, her, or its own account and for investment purposes only, and not with a view to the assignment of all or any portion of such Membership Units.

(b) Such Investor shall not assign all or any portion of his, her, or its Membership Units in a manner which violates any federal or state securities law.

(c) the Membership Units are not registered under the Securities Act of 1933 (the "Securities Act") or any applicable state securities laws and such Membership Units are "restricted securities" as defined under the Securities Act.

(d) Such Investor has been furnished with such information about the BFSC Entities and the Recapitalized BFSC Entities as he, she, or it has requested and has had the opportunity to

communicate with the Directors and/or Managers of the BFSC Entities and the Recapitalized BFSC Entities in order to verify the accuracy of, or amplify upon, the foregoing information.

(e) Such Investor has such knowledge and experience in financial business matters that he, she, or it is capable of evaluating the risks and merits of acquiring the Membership Units and has had the opportunity to consult with independent advisors with regard to his, her, or its investment in the Membership Units.

(f) Such Investor shall not sell, assign or otherwise transfer his, her, or its Membership Units or any portion thereof: (i) except in accordance with the terms and restrictions that are set forth in the Limited Liability Company Agreement, or (ii) to any person or entity who does not make the acknowledgments and agreements set forth herein.

(g) Such Investor is an "Accredited Investor" within the meaning of Regulation D under the Securities Act;

(h) Such Investor is able to bear the risk of loss of his, her, or its entire investment in the Membership Units and has no immediate need for the funds that he, she, or it intends to invest in the Recapitalized BFSC Entities.

(i) Such Investor has no need for liquidity with respect to his, her, or its investment in the Recapitalized BFSC Entities and is able to bear the economic risk of his, her, or its investment in the Recapitalized BFSC Entities for an indefinite period of time.

(j) Such Investor realizes that his, her, or its intended investment in the Recapitalized BFSC Entities is illiquid, is not readily transferable, and that transfer of the Membership Units he, she, or it has or will acquire is in fact restricted.

10. GENERAL PROVISIONS.

(a) SPECIFIC PERFORMANCE. The parties hereto acknowledge and agree that the subject matter of this Agreement is unique and that the failure of any party hereto to comply with the terms and conditions contained herein constitutes irreparable injury if not fully and completely performed; accordingly, any party seeking to enforce the terms and covenants contained herein shall be entitled to the equitable relief of specific performance and/or such other equitable relief as decreed and/or ordered by a court of competent jurisdiction.

(b) GOVERNING LAW; JURISDICTION. This Agreement and the performance hereof shall be construed and interpreted in accordance with the laws of the State of Michigan. Furthermore, the parties hereto acknowledge and agree that any dispute arising out of this Agreement shall be determined by a court of competent jurisdiction located in Oakland County, Michigan or a federal court located in Wayne County, Michigan.

(c) ENTIRE AGREEMENT. This Agreement and the Transaction Documents constitutes the entire Agreement between the parties hereto in connection with the subject matter hereof. None of the parties to this Agreement have made any statements, representations or warranties in connection herewith, except as expressly set forth herein. This Agreement and the Transaction Documents may not

be modified orally, and no modification shall be effective unless in writing and signed by all the parties hereto making specific reference to the changes to be made to this Agreement.

(d) BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

(e) NOTICES. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed to have been given when received, if delivered in person, or three (3) business days following the mailing thereof, if mailed by certified mail, return receipt requested and regular mail, postage prepaid to the Investors at the following addresses:

IF TO BFSC:	260 East Brown Street Suite 200 Birmingham, Michigan 48009 Attention: Ronald A. Klein
WITH A COPY TO:	Williams, Williams, Ruby & Plunkett, P.C. 380 North Old Woodward Avenue Suite 300 Birmingham, Michigan 48009 Attention: James A. Williams, Esq.
IF TO SUI TRS, INC. OR SHIFFMAN FAMILY, LLC:	31700 Middlebelt Road Suite 145 Farmington Hills, Michigan 48334 Attention: Gary A. Shiffman
WITH A COPY TO:	Jaffe, Raitt, Heuer & Weiss, P.C. One Woodward Avenue Suite 2400 Detroit, Michigan 48226 Attention: Arthur A. Weiss, Esq.
IF TO WOODWARD HOLDING, LLC	2300 Harmon Road Auburn Hills, Michigan 48326 Attention: Paul A. Halpern, Esq.

(f) WAIVER. Waiver by any party of any breach, or failure to enforce any of the terms and conditions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(g) SEVERABILITY. If and to the extent that any provision of this Agreement or portion thereof shall be determined by any legislature or court to be in whole or in part invalid or unenforceable, such provision or term shall be unenforceable only to the extent of such invalidity without invalidating the remaining provisions hereof and all other provisions of this Agreement shall remain in full force and effect, and the rights and obligations of the parties shall be construed and enforced accordingly. In

addition, it is the intent of the parties hereto that any provision of the Agreement which is determined to be invalid or unenforceable shall be interpreted in a form which is not invalid or unenforceable with the intent that the terms and conditions imposed by this Agreement shall be construed and enforced in such a manner as to give them the broadest enforceable scope and effect.

(h) MISCELLANEOUS. This Agreement may be executed in counterparts, and each such counterpart shall constitute an original and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on or as of the date and year first appearing above.

BINGHAM FINANCIAL SERVICES CORPORATION,
A MICHIGAN CORPORATION

BY: /s/ RONALD A. KLEIN

RONALD A. KLEIN
ITS: PRESIDENT

SUI TRS, INC., A MICHIGAN CORPORATION

BY: /s/ GARY A. SHIFFMAN

GARY A. SHIFFMAN
ITS: PRESIDENT

SHIFFMAN FAMILY LLC,
A MICHIGAN LIMITED LIABILITY COMPANY TO BE FORMED

BY: /s/ ARTHUR A. WEISS

ARTHUR A. WEISS
ITS: MANAGER

WOODWARD HOLDING, LLC
A MICHIGAN LIMITED LIABILITY COMPANY

BY: /s/ PAUL A. HALPERN

PAUL A. HALPERN
ITS: MANAGER

EXHIBIT "A"

SCHEDULE OF CAPITAL CONTRIBUTIONS

MEMBER	ADDRESS	SERIES A UNITS	SERIES B UNITS	SERIES C UNITS(1)	INITIAL CAPITAL CONTRIBUTION
BINGHAM FINANCIAL SERVICES CORPORATION	260 East Brown Street Suite 200 Birmingham, MI 48009	200,000	-0-		Consummation of Mergers pursuant to Merger Agreement
Shiffman Family LLC	31700 Middlebelt Suite 145 Farmington Hills, MI 48334	-0-	100,00		$5,000,000
SUI TRS, INC.	31700 Middlebelt Suite 145 Farmington Hills, MI 48334	-0-	300,000		$15,000,000
WOODWARD HOLDING, LLC	2300 Harmon Road Auburn Hills, MI 48326	-0-	-0-	400,000	$20,000,000

- ------------------------------
(1) The Series C Units shall be non-voting.

AMENDMENT TO INVESTMENT AGREEMENT

This Amendment to Investment Agreement (this "Amendment") is made and entered into as of August 13, 2001 by and among Bingham Financial Services Corporation, a Michigan corporation, SUI TRS, Inc. a Michigan corporation, Shiffman Family LLC, a Michigan limited liability company, and Woodward Holding, LLC, a Michigan limited liability company. Capitalized terms that are used in this Amendment are defined in the Agreement (as hereinafter defined).

RECITALS

A. The parties to this Amendment have entered into an Investment Agreement as of July 20, 2001 (the "Agreement").

B. The parties to this Amendment wish to amend the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises, the parties hereto intending to legally bound, agree as follows:

1. The Agreement is hereby amended as follows:

A. The definition of "Managing Board" set forth in the Agreement is hereby deleted and the following is hereby substituted in its place:

> "MANAGING BOARD" means the managing board of OFLLC which (a) shall have a total of five votes and may have up to five persons who shall be designated as follows (i) the holders of the Series B Units shall have the right to control two votes (and appoint up to two persons to serve on OFLLC's Managing Board), (ii) BFSC shall have the right to control two votes (and appoint up to two persons to serve on OFLLC's Managing Board), and (iii) holders of the Series B Units and BFSC will together appoint one person who shall control one vote and shall have the right to appoint his or her successor (that person, and his or her successor, being hereinafter referred to as the "Independent Director"), and (b) shall, except as otherwise provided in the Limited Liability Company Agreement, act by the consent or vote of the majority of the five votes allocated between BFSC, the holders of the Series B Units and the Independent Director.

B. The definition of "Membership Units" set forth in the Agreement is hereby deleted and the following is hereby substituted in its place:

"MEMBERSHIP UNITS" means collectively the Series A Units, Series B Units and Series C Units to be issued to the Investors by OFLLC in the manner described on Exhibit A attached hereto."

C. The definition of "Merger Agreement" set forth in the Agreement is hereby amended by deleting therefrom the words, "dated July _____, 2001"

D. The definition of "OFLLC Subsidiaries" set forth in the Agreement is hereby amended by deleting the word "Purposes" from the second line thereof and substituting the word "Purpose" in its place.

E. The definition of "SCOLP Line of Credit" set forth in the Agreement is hereby deleted and the following is hereby substituted in its place:

"SCOLP LINE OF CREDIT" means the $12,500,000 stand-by line of credit to be issued by SCOLP to OFLLC prior to and/or concurrently with the Closing and which shall be substantially in accordance with the terms and conditions set forth in the minutes of the meetings of the Boards of Directors of BFSC and Sun Communities, Inc. which were each held on June 25, 2001."

F. The definition of "Series B Units" set forth in the Agreement is hereby amended by adding the words "and Woodward Holding, LLC" to the third line thereof after the word "BFSC", and by deleting the words "have made" from the third line thereof and substituting the words "shall make" in their place.

G. The definition of "Term Sheet" set forth in the Agreement is hereby amended by deleting therefrom the words "Exhibit F" and substituting in their place the words "Exhibit E."

H. The definition of "Transaction Documents" set forth in the Agreement is hereby amended by deleting the words "the Series A Units, the Series B Units," from the second line thereof.

I. The following definition is hereby added to the Agreement:

"SERIES C UNITS" means the Membership Units in OFLLC designated as Series C Units on Exhibit A attached hereto, which Series C Units (i) are to be issued to Woodward Holding, LLC which shall make the Capital Contribution that is set forth on Exhibit A attached hereto upon the consummation of the Recaptialization Plan, and (ii) shall have the rights, terms, and obligations as provided for in OFLLC's Limited Liability Company Agreement.

J. Paragraph 2 of the Agreement is hereby deleted in its entirety and the following is hereby substituted in its place:

"2. ORGANIZATION OF OFLLC AND OFLLC SUBSIDIARIES. The parties to this Agreement acknowledge and agree that: (a) BFSC has heretofore retained counsel to (i) prepare and file Articles of Organization for OFLLC and the OFLLC Subsidiaries, and (ii) prepare the Limited Liability Company Agreement, the Merger Agreement, and the other Transaction Documents which are necessary to consummate the Recapitalization Plan in accordance with the terms set forth in the Term Sheet and this Agreement, and (b) concurrently with the consummation of the Recapitalization Plan, OFLLC shall be governed by a Managing Board whose initial members shall be (i) Ronald A. Klein who shall exercise the two votes allocated to BFSC, (ii) Gary A. Shiffman who shall exercise the two votes allocated to the Investors holding Series B Units, and (iii) the Independent Director chosen by BFSC and the holders of the Series B Units, who shall exercise one vote."

K. Paragraph 4 of the Agreement is hereby deleted in its entirety and the following is hereby substituted in its place.

"4. ISSUANCE OF UNITS. Upon funding of all of the Capital Contributions and the consummation of the Mergers, OFLLC shall issue to each of the Investors the number of Series A Units, Series B Units and Series C Units which are set forth next to the name of each Investor on Exhibit A attached hereto."

L. Section 8 (b) of the Agreement is hereby amended by adding to the sixth line thereof after the words "BFSC Conditions Precedent" the following parenthetical phrase: "(other than the BFSC Condition Precedent set forth in clause (c) of the definition of BFSC Conditions Precedent)".

M. Section 10 (e) of the Agreement is hereby amended by changing the address of Woodward Holding, LLC to:

"c/o Jaffe, Raitt, Heuer & Weiss, P.C.
One Woodward Avenue, Suite 2400
Detroit, Michigan 48266
Attention: David H. Raitt"

N. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached to this Amendment.

2. As amended by this Amendment, the Agreement, and all of its terms and provisions, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on or as of the date and year first appearing above.

BINGHAM FINANCIAL SERVICES CORPORATION,
A MICHIGAN CORPORATION

BY: /s/ RONALD A. KLEIN

RONALD A. KLEIN
ITS: PRESIDENT

SUI TRS, INC., A MICHIGAN CORPORATION

BY: /s/ GARY A. SHIFFMAN

GARY A. SHIFFMAN
ITS: PRESIDENT

SHIFFMAN FAMILY LLC,
A MICHIGAN LIMITED LIABILITY COMPANY

BY: /s/ ARTHUR A. WEISS

ARTHUR A. WEISS
ITS: MANAGER

WOODWARD HOLDING, LLC,
A MICHIGAN LIMITED LIABILITY COMPANY

BY: /s/ PAUL A. HALPERN

PAUL A. HALPERN
ITS: MANAGER

EXHIBIT "A"

SCHEDULE OF CAPITAL CONTRIBUTIONS

MEMBER	SERIES A UNIT	SERIES B UNITS	SERIES C UNITS(1)	INITIAL CAPITAL CONTRIBUTION
BINGHAM FINANCIAL SERVICES CORPORATION	200,000	-0-		Consummation of Mergers pursuant to Merger Agreement
Shiffman Family LLC	-0-	84,211		$4,210,526
SUI TRS, INC.	-0-	315,789		$15,789,474
WOODWARD HOLDING, LLC	-0-	-0-	400,000	$20,000,000

(1) The Series C Units shall be non-voting.

LIMITED LIABILITY COMPANY AGREEMENT

OF

ORIGEN FINANCIAL, L.L.C.

THE UNITS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, THE DELAWARE UNIFORM SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE. TRANSFER OF SUCH UNITS IS RESTRICTED BY THE TERMS OF THIS LIMITED LIABILITY COMPANY AGREEMENT.

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LIMITED LIABILITY COMPANY AGREEMENT

OF

ORIGEN FINANCIAL L.L.C.

This Limited Liability Company Agreement of Origen Financial L.L.C. a Delaware limited liability company (the "Company"), is made and entered into as of December 18, 2001, by and among the parties signing this Limited Liability Company Agreement on the signature page hereto and all other persons who become members of the Company after the date hereof (the "LLC Agreement"). This LLC Agreement shall be null and void and of no effect whatsoever absent consummation of the Transactions (as defined below). Certain capitalized terms used in this Limited Liability Company Agreement are defined in Section 10 below.

RECITALS

A. The Company was organized on June 15, 2001 by filing a Certificate of Formation with the Delaware Secretary of State. The Company has not engaged in any business to date. The Company is the sole owner of four subsidiary limited liability companies: Origen Special Purpose, L.L.C., Origen Manufactured Home Financial, L.L.C. and Origen Special Purpose II, L.L.C., each organized in Delaware, and Origen Insurance Agency, L.L.C., organized in Virginia (collectively, the "Company Subsidiaries").

B. The Original Member has been the sole member of the Company since the date the Company was organized but has heretofore not contributed any assets or services to the Company.

C. Subject to and in accordance with the provisions of Section 2.1, pursuant to the Mergers and in accordance with Section 721 of the Code, the Original Member will transfer certain assets and liabilities to the Company and concurrent therewith the Original Member will admit certain new members to the Company (collectively, the "Transactions").

D. The parties hereto desire to set forth in this Limited Liability Company Agreement their entire agreement and understanding with respect to the constitution and operation of the Company after the date hereof.

COVENANTS

NOW, THEREFORE, for and in consideration of the Recitals set forth above and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties to this Limited Liability Company Agreement agree as follows:

1. CONTINUATION AND PURPOSE

1.1 CONTINUATION. The parties hereto agree to continue the Company as a limited liability company under and pursuant to the provisions of the Delaware Act and agree that the rights, duties and liabilities of the Members and the Board of Managers shall be as provided in the Delaware Act, except as otherwise provided herein. The Original Member represents that the Company has not heretofore engaged in any business.

1.2 PURPOSE. The Company was organized for the purpose of engaging in any activity within the purposes for which limited liability companies may be formed under the Delaware Act, including, without limitation, the following:

(a) originating and underwriting manufactured home loans;

(b) brokering, selling or securitizing manufactured home loans originated by the Company;

(c) servicing manufactured home loans, including processing payments and remitting them to investors as required under the relevant servicing contracts and repossessing and reselling homes on defaulted contracts; and

(d) doing any and all things incidental to any of the activities described above.

1.3 NAME. The name of the Company shall be Origen Financial L.L.C. The Company may conduct its business under one or more assumed names, as the Board of Managers deems appropriate in its sole discretion.

1.4 PRINCIPAL PLACE OF BUSINESS. The Company's principal place of business shall be located at 260 East Brown Street, Suite 200, Birmingham, Michigan 48009. The Company may establish additional places of business, and may change the location of its principal place of business or any additional place of business, as the Board of Managers deems appropriate in its sole discretion.

1.5 REGISTERED OFFICE AND RESIDENT AGENT. The Company's registered office shall be 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and its resident agent at the registered office shall be The Corporation Trust Company. The Board of Managers shall have the authority to change either the Company's registered office or its resident agent or both, as the Board of Managers deems appropriate in its sole discretion. If the Company's resident agent resigns, the Board of Managers shall promptly appoint a successor resident agent and designate a successor registered office. The Board of Managers shall have the authority to amend the Certificate of Formation (in the manner provided in Section 18 - 202 of the Delaware Act) to reflect any change in the Company's registered office or resident agent, no matter how effected.

1.6 DURATION. Unless its duration is limited in the Certificate of Formation, the Company shall exist perpetually, subject to earlier dissolution in accordance with either the other provisions of this Limited Liability Company Agreement or the provisions of the Delaware Act.

2. CAPITAL CONTRIBUTIONS, UNITS AND RELATED MATTERS

2.1 CAPITAL CONTRIBUTIONS. On the Effective Date, the Original Member will cause the Mergers to occur pursuant to the Merger Agreement, which will vest ownership of all operations of Origen Financial Inc., Origen Special Holdings Corporation, Origen Manufactured Home Financial, Inc. and Origen Insurance Agency, Inc. (collectively, the "Origen Corporations") in the Company and the Company Subsidiaries. The parties hereto contemplate that as a result of the Mergers, all operating assets of Origen Financial Inc. and its subsidiaries will be transferred to the Company and the Company Subsidiaries. If licensing restrictions or other similar regulations delay consummation of the Mergers, then on the Effective Date the Origen Corporations shall contribute to the Company (and the Company Subsidiaries), to the extent permitted, all assets and liabilities, and shall effectuate, as soon as practicable thereafter, the Mergers. In consideration for the Original Member's contributions, it shall be issued the number of Series A Units set forth opposite the Original Member's name on Exhibit A, and the parties hereto agree that the initial Capital Account of the Original Member shall be zero ($0.00). Also on the Effective Date, each other Member shall make, in the form of cash, the initial Capital Contribution and shall be issued the number of Series B or Series C Units set forth opposite its name on Exhibit A hereto. The parties hereto contemplate that all such transfers will be in accordance with Section 721 of the Code.

2.2 UNITS. The Members' respective interests in the governance, capital, Profits, Losses and distributions of the Company are represented by "Units." Units include Series A, Series B, Series C and Series D Units. The aggregate Units of all Members represent 100% of the total interest of Members in the votes, capital, Profits, Losses and distributions of the Company. Series C Units have no voting rights. Series D Units shall be issued solely to Key Employees as described in Section 6.4(c). As of the Effective Date, the total number of Units held by each of the Members are set forth in Exhibit A.

2.3 ADDITIONAL CAPITAL CONTRIBUTIONS.

(a) Additional Capital Calls. If the Board of Managers determines, in its sole and absolute discretion, at any time or from time to time, that the Company requires additional capital ("Additional Capital"), in the form of Capital Contributions other than the Members' initial Capital Contributions set forth on Exhibit A, in order to enable the Company to pay its operating expenses, to meet its obligations in a timely fashion, to

maintain sufficient working capital, to make any other expenditures necessary or desirable to carry out its objectives or for any other purpose whatsoever, the Board of Managers, on behalf of the Company, shall call for such Additional Capital by written notice to all Members. Each Member shall be required to deliver his, her or its Share (defined below) of such Additional Capital to the Company on or before the fifteenth (15th) day after the date on which such notice was given, and on the receipt of such Share, each Member's Capital Account shall be increased by the amount of his, her or its Share. Each Member's "Share" of the Additional Capital shall equal the product of the Additional Capital and such Member's ownership percentage of outstanding Units, calculated as a fraction, the numerator of which is the number of such Member's Units and the denominator of which is the total number of Units outstanding at the time of the capital call.

(b) Member's Failure to Make Additional Contribution -- Dilution. If any Member (a "Defaulting Member") fails to advance all or any portion of his, her or its Share of any Additional Capital called for by the Company within the 15-day time period described in Section 2.3(a) above, any of the other Members (each a "Contributing Member") may, but are not obligated to, contribute all or a portion of the amount which such Defaulting Member failed to advance. In such event, and following such contributions, the number of Units of each Member shall be adjusted as follows:

(i) The adjusted number of Units held by each Contributing Member shall be equal to a percentage of the total number of Units held by all Members, with such percentage being equal to a percentage which is the equivalent of the fraction, the numerator of which is the Capital Account balance of such Contributing Member, subsequent to contribution of the Additional Capital and the denominator of which is the aggregate of all Member Capital Account balances, subsequent to contribution of the Additional Capital; provided, however, that all Capital Accounts shall first be adjusted in accordance with (ii) of the definition of Gross Asset Value in Section 10.1(s) hereof; and provided further, solely for purposes of this Section 2.3(b), the initial Capital Account of the Original Member shall be deemed to equal $10 million; and

(ii) The adjusted number of Units of each Defaulting Member shall be equal to a percentage of the total number of Units held by all Members, with such percentage being equal to a percentage which is the equivalent of the fraction, the numerator of which is the Capital Account balance of such Defaulting Member, subsequent

to contribution of the Additional Capital and the denominator of which is the aggregate of all Member Capital Account balances, subsequent to contribution of the Additional Capital; provided, however, that all Capital Accounts shall first be adjusted in accordance with (ii) of the definition of Gross Asset Value in Section 10.1(s) hereof; and provided further, solely for purposes of this Section 2.3(b), the initial Capital Account of the Original Member shall be deemed to equal $10 million.

In the event that more than one Member desires to contribute a Defaulting Member's Share of Additional Capital, such Members may do so pro rata, in accordance with their relative current Unit holdings.

2.4 CONTRIBUTION RETURNS. Except as otherwise provided in this Limited Liability Company Agreement, a Member is not entitled to the return of any part of the Member's Capital Contributions or to be paid interest in respect of either the Member's Capital Account or Capital Contributions. Except as provided herein, an unpaid Capital Contribution is not a liability of the Company or of any Member.

2.5 NO THIRD PARTY BENEFICIARIES. The obligations undertaken by the Members in this Limited Liability Company Agreement, including their obligations, if any, to make Capital Contributions, loans and reimbursements, are for the benefit of the Company and the Members only, and neither any creditor of the Company or of any Member, nor any other party (other than a successor in interest to the Company or the Members), shall have the right to rely on or enforce the provisions of this Limited Liability Company Agreement as a third-party beneficiary or otherwise. Without limiting the generality of the foregoing, the Board of Managers, to the extent provided in Section 2.3 above only, shall have the sole discretion whether to make capital calls, and neither any creditor of the Company or of any Member, nor any other party, may compel a capital call, regardless of whether the Company's assets are sufficient to provide for its liabilities. In addition, the discretions granted to the Board of Managers and the Members in this Limited Liability Company Agreement are personal to them, and no receiver, trustee or liquidator of the Company's business shall the right or power to exercise any such discretions.

3. PROFITS, LOSSES AND DISTRIBUTIONS

3.1 ALLOCATION OF PROFITS AND LOSSES. For financial accounting purposes exclusively, Profits and Losses of the Company shall be allocated proportionately among the Members, in accordance with their percentage ownership of Units (regardless of the Series).

3.2 TAX ALLOCATIONS.

(a) Taxable Income. Subject to Sections 3.2(c), 3.3 and 3.4, Company income or gain, as computed for Federal income tax purposes, shall be allocated:

(i) First, to the Members pro rata, in proportion to, and to the extent of, any tax losses previously allocated to them pursuant to Section 3.2(b)(iv) below;

(ii) Next, to the holders of Series B, C and D Units pro rata, in proportion to, and to the extent of, any tax losses previously allocated to them pursuant to Section 3.2(b)(iii) below; and

(iii) Then, to the Original Member, to the extent of $10,000,000; and

(iv) Finally, to the Members pro rata, in proportion to their respective Unit holdings.

(b) Tax Losses. Subject to Sections 3.2(c), 3.3 and 3.4, Company losses, as computed for federal income tax purposes, shall be allocated:

(i) First, to the Members pro rata, in proportion to, and to the extent of, any taxable income or gain previously allocated to them pursuant to Section 3.2(a)(iv) above;

(ii) Next, to the Original Member, to the extent of taxable income or gain previously allocated to it pursuant to Section 3.2(a)(iii) above;

(iii) Then, to the holders of Series B, C and D Units, pro-rata, in proportion to, and to the extent of, their Net Capital Contributions; and

(iv) Finally, to the Members pro rata, in proportion to their percentage ownership of Units.

(c) Section 704(c) Allocations. Notwithstanding Sections 3.2(a) and (b) above, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company will, solely for tax purposes, in accordance with Code Section 704(c) and the related Treasury Regulations, be allocated among the Members so as to take account of any variation between the adjusted basis to the Company of the property for Federal income tax purposes and the initial Gross Asset Value of the property (computed in accordance with subparagraph (i) of the definition of Gross Asset Value) in the manner described in Treasury Regulations at Section 1.704-3(d), using the remedial method of allocation. The parties hereto acknowledge that the Original Member has made its initial Capital Contribution in the form of

property with an aggregate fair market value of zero ($0.00) dollars; notwithstanding, the Board of Managers in the exercise of its reasonable discretion, in accordance with the Treasury Regulations, shall determine the amount of built-in-gain or loss of each particular asset contributed by the Original Member. If the Gross Asset Value of any Company asset is adjusted under subparagraph (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to that asset will also take account of any variation between the adjusted basis of the asset for federal income tax purposes and its Gross Asset Value in the manner described in Treasury Regulations at Section 1.704-3(d), using the remedial method of allocation. Allocations under this Section 3.2(c) are solely for purposes of Federal, state and local taxes and will not affect, or in any way be taken into account in computing, but only to the extent of such built-in gain (or loss), any Member's Capital Account or other items or distributions under any provision of this Limited Liability Company Agreement.

3.3 SPECIAL ALLOCATIONS. Special allocations of items of income, gain, loss, deduction and credit shall be made in the following order and priority:

(a) Company Minimum Gain Chargeback. Notwithstanding any other provision of this Limited Liability Company Agreement, if there is a net decrease in Company Minimum Gain during any taxable year or other period for which allocations are made, and such decrease is not the result of any of the circumstances set forth in Treasury Regulations Sections 1.704-2(f)(2) or 1.704-2(f)(3), then each Member will be specially allocated items of Company income and gain for that period (and, if necessary, subsequent periods) to the extent of an amount equal to such Member's Share of the Net Decrease in Company Minimum Gain. This Section 3.3(a) is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(f)(1) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Debt Minimum Gain Chargeback. Notwithstanding any other provision of this Limited Liability Company Agreement, except Section 3.3(a), if there is a net decrease in Member Nonrecourse Debt Minimum Gain with respect to a Member Nonrecourse Debt during any taxable year or other period for which allocations are made, and such decrease is not the result of one of the circumstances described in the third sentence of Treasury Regulations Section 1.704-(2)(i)(4), then each Member will be specifically allocated items of Company income and gain for such year or other period (and, if necessary, subsequent periods) to the extent of an amount equal to such Member's Share of the Net Decrease in Member Nonrecourse Debt Minimum Gain. This Section 3.3(b) is intended

to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. A Member who unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6) will be specially allocated items of Company income and gain (including gross income) in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, provided that an allocation pursuant to this Section 3.3(c) will be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 3 have been tentatively made as if this Section 3.3(c) were not in the Limited Liability Company Agreement.

(d) Nonrecourse Deductions. Company Nonrecourse Deductions for any taxable year or other period for which allocations are made will be allocated among the Members in proportion to their percentage ownership of Units.

(e) Member Nonrecourse Deductions. In accordance with Treasury Regulations Section 1.704-2(i)(1), any Member Nonrecourse Deductions for any taxable year or other period for which allocations are made will be allocated to the Member that bears the economic risk of loss with respect to the Member Nonrecourse Debt to which the Member Nonrecourse Deductions are attributable.

3.4 CURATIVE ALLOCATIONS. The allocations set forth in Section 3.3 are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1 and 1.704-2, but may not be consistent with the manner in which the Members intend to share the economic benefits of the Company. To insure that Members' economic arrangements are not distorted, the Board of Managers shall have sole discretion to request a waiver of the minimum gain chargeback and member nonrecourse debt minimum gain chargeback rules, pursuant to Treasury Regulations Sections 1.704-2(f)(4) and 1.704-2(i)(4), respectively. In addition, the Board of Managers is authorized to divide allocations of income, loss, deduction and credit among the Members so as to prevent the allocations in Section 3.3 from distorting the manner in which Company distributions would be divided among the Members pursuant to this Article 3 but for application of Section 3.3. The Board of Managers will have discretion to accomplish this result in any reasonable manner that is consistent with Code Section 704 and the Treasury Regulations.

3.5 TAX DISTRIBUTIONS. On or before March 15 of each year, the Board of Managers shall cause the Company to distribute to each Member, to the extent of available

Excess Cash, an amount equal to such Member's Tax Distribution computed with respect to the previous calendar year and, to the extent Tax Distributions for any prior year were not made in full, the amount of such deficiency. Whenever feasible, the Company shall estimate the amount of the Tax Distributions, and proportionately distribute the same concurrently with the Members' need to make estimated tax payments.

3.6 DISTRIBUTIONS OF EXCESS CASH. Subject to Section 8.2 hereof with respect to liquidating distributions, and subsequent to the payment of all accrued but unpaid Tax Distributions, the Board of Managers may distribute the Excess Cash to the Members, at such times as the Board of Managers may determine in its sole discretion, provided that such distributions are in the following priority:

(a) First, to the Series B, C and D Members, pro-rata in proportion to and to the extent of their Net Capital Contributions;

(b) Next, to the Original Member, to the extent of the balance in its Capital Account, provided, however, that such amount shall in no event exceed $10,000,000; and

(c) Finally, to the Members pro-rata, in proportion to the percentage ownership of their Units.

3.7 LIMITATIONS ON DISTRIBUTIONS. Distributions, whether pursuant to Sections 3.5 or 3.6 above, may be made from any source; provided they do not violate any agreement that the Company has with any of its creditors or any provision of the Delaware Act. In the event that any Tax Distributions to be made in accordance with Section 3.5 above would violate any such agreement or provision, or would cause any of such limitations to occur, to the extent permitted, the Board of Managers shall make such distributions pro rata to the Members, in accordance with the respective Tax Distributions due them.

4. MANAGEMENT OF THE COMPANY; RIGHTS AND DUTIES OF THE MANAGER

4.1 MANAGEMENT BY BOARD OF MANAGERS; NUMBER. The Company shall be managed by a Board of Managers, which shall consist of no less than three (3) nor more than five (5) individuals, none of whom are required to be Members. Members of the Board shall have five (5) votes. The Members owning Series A Units shall have the right to appoint up to two members of the Board of Managers and shall control two (2) of the Board's five (5) votes. Members owning Series B Units, shall have the right acting by majority of their Series B Unit Holdings to appoint up to two members of the Board of Managers and shall control two (2) of the Board's five (5) votes. The fifth vote of the Board of Managers shall be held by a person, subject to Section 4.5(f), jointly selected by the other four managers;

provided, however, that such person is not an Affiliate of either the Original Member, Sun Communities, Inc. or Sun Communities Operating Limited Partnership (the "Independent Manager"). Notwithstanding the above, upon an assignment of a majority of Series B Units pursuant to Section 6.2(c), the right of the Series B Unit holders to appoint up to two members of the Board of Managers and control two Board votes, shall be transferred to the Independent Manager. The initial member of the Board of Managers appointed by the Members owning Series A Units shall be Ronald A. Klein (2 votes). The initial member of the Board of Managers appointed by the Members owning Series B Units shall be Gary A. Shiffman (2 votes).

4.2 POWER AND AUTHORITY. The Board of Managers shall have full and complete power, authority and discretion to manage and control the Company and its business and to make all incidental decisions, subject only to Section 5.1 below and any power and authority which this Limited Liability Company Agreement or the Delaware Act expressly vests in the Members or any number of them. Without limiting the generality of the immediately preceding sentence, but subject to Section 5.1 below and any power and authority which this Limited Liability Company Agreement or the Delaware Act expressly vests in the Members or any number of them, the Board of Managers shall have the power, authority and discretion, for and on behalf of the Company:

(a) To borrow money, in the ordinary course of the Company's business of underwriting manufactured home loans, and to secure such loans by security interests in or liens or other encumbrances on, property of the Company;

(b) To broker, sell or securitize manufactured home loans and commercial loans originated or held by the Company;

(c) To purchase any interest in any real or personal property, to hold such interest, if appropriate, for investment and appreciation and to ultimately sell, transfer, assign, convey, exchange or otherwise dispose of all or any portion of such interest;

(d) To make, in the ordinary course of the Company's business, capital expenditures for the acquisition of or addition to any machinery, equipment, motor vehicles, fixtures, furniture or other property;

(e) To sell, transfer, assign, convey, exchange or otherwise dispose of, in the ordinary course of the Company's business, any real or personal property of the Company, or any interest in such property;

(f) To lease, in the ordinary course of the Company's business, real or personal property, whether the term of such leases (or any renewals of such leases) extend beyond the Company's duration;

(g) To demand, sue for, settle, collect, receive and give releases and discharges for all moneys, debts, accounts, interest, dividends, securities and other tangible or intangible personal or real property which now is due or belongs, or in the future shall be due or belong, to the Company;

(h) To purchase, in the ordinary course of the Company's business, any interest in any real or personal property for use in connection with the Company's business and, to the extent such purchases are for supplies to be used in connection with the Company's business, to incur unsecured debts owed to the Company's vendors;

(i) To settle and pay the Company's debts and obligations;

(j) To engage, employ and dismiss employees, independent contractors, attorneys, accountants and other persons hired to perform management, administrative, sales or other services for and on behalf of the Company, and to define such persons' respective duties and establish their compensation or remuneration;

(k) To make temporary advances to employees, representatives or agents of the Company for business travel and other similar purposes in the ordinary course of the Company's business;

(l) To procure and maintain insurance policies for the protection of or for any purpose beneficial to the Company;

(m) To purchase and maintain insurance on behalf of the Board of Managers against any liability or expense asserted against or incurred by the members of the Board in any such capacity or arising out of their status as members of the Board of Managers, whether or not the Company has or could indemnify them against such liability or expense;

(n) To open, maintain, deposit into and withdraw from bank accounts, and, if desired, to designate other persons to execute checks or drafts on such accounts;

(o) To invest Company funds temporarily in (by way of example but not limitation) time deposits, short-term governmental obligations, commercial paper or other investments;

(p) To commence, prosecute and defend all actions and other proceedings affecting the Company in any way;

(q) To negotiate, prepare, modify, execute, deliver and amend any and all contracts, agreements and documents to which the Company is or proposes to become a party, including, without limitation, loan agreements, notes, mortgages, security agreements and other loan documents and instruments;

(r) Generally, to carry on the Company's business in the ordinary course, to manage the Company's day-to-day operations and to carry out the development and expansion of the Company and its business in the ordinary course;

(s) To do such other acts as have been authorized by the affirmative vote of the Members, taken in accordance with Section 5.1 below (unless a greater percentage is specifically required pursuant to the Delaware Act, the Certificate of Formation or this Limited Liability Company Agreement);

(t) To make capital calls as provided in Section 2.3 hereof and to sell and determine the price for additional Units;

(u) To determine, by unanimous vote of Managers other than those appointed by the Original Member, whether the Company should consummate a Capital Event;

(v) To make loans to the Original Member, on such terms and conditions as determined by Managers other than those persons appointed by the Original Member, for the purpose of allowing Bingham to fund reasonable expenses necessary to preserve its status as a public company;

(w) To exercise all rights and powers, and to perform all duties and obligations, which the Company possesses, or to which it is subject, in connection with each of the Company Subsidiaries and its interest therein.

(x) In the event the Company secures mezzanine financing exceeding $10 million, to determine whether, if permitted by the terms of the debt instruments to which the Company is then a party, to cause the Company to distribute to the Members holding Series B and Series C Units, pro-rata in proportion to their respective ownership of such Units (regardless of Series), as a return of capital, the proceeds of such mezzanine financing in excess of $10 million, but in no event greater than $40 million, (which distribution shall in no event reduce the number of Series B or Series C Units owned by such holders); provided, however, that such determination

shall be made unanimously by the Board of Managers other than those appointed by the Original Member; and

(y) To negotiate, prepare, modify, change, execute, deliver and, if appropriate, file or record any and all documents, agreements, instruments and papers, and to do and perform any and all acts and deeds, which are or become necessary, proper, convenient or desirable in connection with or in furtherance of any of the powers enumerated above or in order to effectuate or carry out the Company's purpose, as described in Section 1.2 above.

4.3 MEETINGS OF THE BOARD OF MANAGERS; VOTING REQUIREMENTS; ACTIONS BY WRITTEN CONSENT.

(a) Notice of Meeting. Any member of the Board of Managers may call a meeting of the Board by giving written notice to each member specifying the date (which may not be more than three (3) business days after the notice is given), time, place and purpose of such meeting. Unless all of the members of the Board agree otherwise, all meetings shall be held in the State of Michigan at a place reasonably convenient to the members.

(b) Attendance. A member of the Board of Managers may participate in a meeting by conference telephone or similar communications equipment which enables all persons participating in the meeting to hear each other, and such participation shall constitute attendance at such meeting. At each meeting of the Board, the presence in person or by telephone, as appropriate, of a majority of the five Board votes shall be necessary to constitute a quorum for the transaction of business; provided, however, that the Independent Manager and at least one of the votes held by the Board member(s) appointed by the holders of Series B Units (or their successors) are among those votes present. A member may not attend a Board meeting by way of proxy. A member's attendance at a meeting constitutes waiver of (i) notice of the meeting, unless attendance is for the sole purpose, announced at the beginning of the meeting, of objecting to the transaction of any business because the meeting was not called or convened properly, and (ii) objection to any action taken or consideration of any matter at the meeting which is not within the purposes described in the notice of the meeting, unless the member objects to such action or consideration when it is first presented at the meeting. Regardless of the number of members in attendance at a meeting, any action taken by the Board of Managers at such meeting shall be effective, provided that such action was taken in conformity with the other provisions of this Limited Liability Company Agreement and was approved in accordance with Section 4.3(c) below.

(c) Voting Requirements; Action by Written Consent. Unless otherwise noted in this Limited Liability Company Agreement, consent or approval of the Board shall mean the affirmative vote of a majority of the five Board votes present in person or by telephone, as appropriate, and voting at a duly held meeting of the Board at which a quorum is present. Voting shall be by voice unless a Board of Managers requests a ballot, in which event voting shall be by written ballot. Each ballot shall be signed by the member who cast it, and shall be preserved with the minutes of the meeting. Any approval, consent, vote or other action of the Board of Managers required or contemplated by this Limited Liability Company Agreement or the Delaware Act may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the approval, consent, vote or action so taken is signed by members of the Board representing all five (5) Board votes.

(d) Miscellaneous Matters. A meeting of the Board of Managers may be adjourned to another time and place by the affirmative vote of the votes in attendance. If a meeting is adjourned to another day, the members in attendance at the meeting shall use reasonable efforts to inform the other members of the Board of the date, time and place on and at which the meeting will reconvene, and if such date is more than five (5) days after the date of the meeting, shall notify the other members of such date, time and place.

4.4 STANDARD OF CARE; LIABILITY; INDEMNIFICATION; CONFIDENTIALITY.

(a) Standard of Care. Each member of the Board of Managers shall discharge his duties in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes is in the best interests of the Company and its Members. In discharging his duties, a member may rely on information, opinions, reports or statements, including, but not necessarily limited to, financial statements or other financial data, prepared or presented by (i) one or more other members of the Board, Members or employees of the Company whom the member in question reasonably believes is reliable and competent with respect to the matter prepared or presented, or (ii) legal counsel, public accountants, engineers or other persons as to matters the member in question reasonably believes are within such person's professional or expert competency; provided that the member in question does not have knowledge concerning the matter in question which makes such reliance unwarranted.

(b) Liability.

(i) Each member of the Board shall be liable solely to the Company and, derivatively, to its Members for the member's gross negligence or willful misconduct. A Board member's taking of any action or failure to take any action, or a Board member's errors in judgment, the effect of which may cause or result in loss or damage to the Company, if done pursuant to the provisions of the Delaware Act, the Certificate of Formation and this Limited Liability Company Agreement, shall be presumed not to constitute gross negligence or willful misconduct on the part of such member.

(ii) The Members shall look solely to the Company's property for the return of their Capital Contributions and if the Company's property remaining after payment or discharge of the Company's debts and liabilities is insufficient to return such Capital Contributions, no Member shall have recourse against the members of the Board of Managers, except as provided in Section 4.4(b)(i) above, or any other Member.

(c) Indemnification. The Company shall indemnify, defend and hold harmless each member of the Board of Managers (and, if applicable, its officers, directors, shareholders, general or limited partners, members, employees, agents, successors and assigns) from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by a member of the Board of Managers in defense of any act or omission), judgments or amounts paid in settlement by such member by reason of any act performed, or omitted to be performed, by him in connection with the Company's business or in furtherance of the Company's interests, or in connection with any proceeding to which the Board member is a party or is threatened to be made a party because he is or was a Board member. The provisions of this Section 4.4(c), however, shall not relieve a Board member of any liability which he may have (i) pursuant to Section 4.4(b) above for gross negligence or willful misconduct, (ii) in connection with the receipt of a financial benefit to which the member is not entitled, (iii) for knowingly making a distribution which violates Section 18-607(a) of the Delaware Act, or (iv) in connection with a knowing violation of law, and no Board member shall be entitled to indemnification with respect to any such matters. The indemnification afforded pursuant to this Section 4.4(c) shall be limited to the Company's assets, and no Board member shall have a claim against any Member by virtue of this Section 4.4(c), nor

shall this Section 4.4(c) be construed so as to impose any obligation on any Member to make a Capital Contribution.

(d) Confidentiality. Each member of the Board of Managers shall deal in confidence with all matters involving the Company until such time as there has been general public disclosure of such matters. No member of the Board of Managers shall disclose or use any Confidential Information except for the direct or indirect benefit of the Company. Each member of the Board of Managers acknowledges that the disclosure of Confidential Information by the member or a breach of the provisions of this Section 4.4(d) will give rise to irreparable injury to the Company, which injury could not be adequately compensated for in damages. Accordingly, the Company may seek and obtain injunctive relief against any breach or threatened breach of the member's agreements and undertakings contained in this Section 4.4(d) in addition to any other legal remedies which may be available to the Company.

4.5 TENURE; RESIGNATION; REMOVAL; VACANCIES.

(a) Tenure. Subject to Section 4.5(f), each person who has been appointed or elected as a Board member shall serve for a term of one year, unless he is sooner removed by the Members who appointed him or resigns or otherwise vacates the position.

(b) Annual Appointment. Subject to Section 4.5(f), the members of the Board of Managers shall be appointed annually in accordance with the provisions of Section 4.1 above.

(c) Resignation. Any Board member may resign at any time by giving written notice to the other Board members. Such resignation shall be effective as of the giving of the notice or at such later time, if any, as may be specified in the notice. Unless otherwise specified in the notice, acceptance of the member's resignation by the Board of Managers shall not be necessary to make it effective. The resignation of a Board member who is also a Member shall not affect such Member's rights as a Member and shall not constitute the withdrawal of such Member as a Member.

(d) Removal. Subject to Section 4.5(f), any Board member may be removed, at any time, with or without cause, by the Member(s) (or their successors) who appointed him. The removal of a Board member who is also a Member shall not affect such Member's rights as a Member and shall not constitute the withdrawal of such Member as a Member.

(e) Vacancies. Subject to Section 4.5(f), any vacancy on the Board occurring as the result of a Board member's resignation, removal, death, disability or

any other reason whatsoever may be filled by the Member(s) (or their successors) who appointed the member who vacated his position. Each person who has been appointed to fill a vacancy shall hold such office until such time as his successor shall have been duly appointed in accordance with this Limited Liability Company Agreement and shall have qualified, or until he resigns, is removed or otherwise vacates the position.

(f) Independent Manager. The Independent Manager shall serve as a permanent member of the Board of Managers, possessing such votes as is provided herein, subject only to voluntary resignation, death, or termination for cause, as determined by the unanimous vote of all other members of the Board of Managers. For the purposes of this Section 4.5(f), the term "cause" means (i) any action of such Independent Manager (or any failure to act) which involves fraud or the misappropriation of Company funds or which, if generally known, would have a material adverse effect on the Company, its business or its reputation; (ii) the refusal or repeated failure of the Independent Manager in any material manner, to perform satisfactorily all of the material duties required of him under this Operating Agreement; (iii) any breach of the Independent Manager's fiduciary duties to the Company or the Members; (iv) any breach by the Independent Manager of any material provision of this Agreement which is not cured within thirty (30) days after written demand by any Member; (v) the mental or physical incapacity of the Independent Manager to discharge his duties and obligations under this Operating Agreement which continues for a continuous period of at least one hundred eighty (180) days or which is likely to be permanent or indefinite in duration. The Independent Manager shall have the exclusive right to appoint three (3) successors to the Board, each of whom shall serve sequentially, by delivering to the Board, at any time, written notice which specifies the identity of the successors. Each such successor must not be an Affiliate of either the Original Member, Sun Communities, Inc. or Sun Communities Operating Limited Partnership.

4.6 SELF-DEALING. Any Board member and any Affiliate of any Board member may deal with the Company, directly or indirectly, as vendor, purchaser, employee, agent or otherwise, if the Board of Managers has informed the Members of the material terms of such dealings, and such dealings were approved, in advance, by a vote of the Members taken in accordance with Section 5.1 below (except that, for the purposes of such vote only, the Board member in question, if he is also a Member, shall not be entitled to participate and shall not be considered a Member). No contract or other act of the Company shall be voidable or affected in any manner by the fact that a Board member or his Affiliate is directly or indirectly interested in such contract or other act apart from his interest as a Board

member, nor shall such Board member or his Affiliate be accountable to the Company or the other Members with respect to any profits directly or indirectly realized by reason of such contract or other act, if such contract or other act was approved in accordance with this Section 4.6.

4.7 DEVOTION OF TIME TO COMPANY. The members of the Board of Managers shall not be required to manage the Company as their sole and exclusive function, and the Board members may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Limited Liability Company Agreement, to share or participate in such other interests or activities of the Board members or to the income or proceeds derived from such interests or activities. The Board of Managers shall incur no liability to the Company or to any of the Members as a result of engaging in any other interests or activities. The provisions of this Section 4.7 shall be subject to those of Section 4.6 above.

4.8 COMPENSATION AND EXPENSES.

(a) The Independent Manager shall be entitled to a stipend with respect to all meetings of the Board he or she attends, in an amount customary for such service. No additional compensation for managing the affairs of the Company shall be provided to any of the members of the Board of Managers. This Section 4.8(a) shall not prohibit, however, the Company from retaining a Board member or his Affiliates to perform services for or supply goods to the Company, and to compensate such Board member or Affiliate for such services or goods, in accordance with Section 4.6 above.

(b) Section 4.8(a) above notwithstanding, the Company shall reimburse the members of the Board of Managers for all reasonable costs and expenses incurred by them on behalf of the Company. Such costs and expenses may include, but shall not necessarily be limited to, current and recurring legal and accounting expenses and all costs of negotiating financing relating to the Company's business.

4.9 OFFICERS.

(a) Optional Appointment. From time to time, the Board of Managers may appoint, and delegate some or all of its responsibilities to, one or more officers for the Company, which may include a President and Chief Executive Officer, a Chief Financial Officer, one or more Vice Presidents, a Secretary, and one or more Assistant Secretaries. An officer shall be a natural person, and may, but need not, be a Member or a member of the Board of Managers. One person may hold two or more offices, but in no event shall any officer execute, acknowledge or verify any instrument in more than one capacity. Officers of the Company shall derive their

authority only by way of an express grant from the Board or this Limited Liability Company Agreement. Any provision of this Limited Liability Company Agreement to the contrary notwithstanding, no provision of this Section 4.9 shall be construed so as to require the Board to appoint any officer whatsoever.

(b) Tenure. The officers of the Company shall be chosen by the Board of Managers, and each officer shall hold his or her office until his or her successor has been selected by the Board or until his or her earlier resignation, removal or other vacancy.

(c) Resignation. Any officer may resign at any time by giving written notice to the Board. Such resignation shall be effective as of the giving of the notice or at such later time, if any, as may be specified in the notice. Unless otherwise specified in the notice, acceptance of an officer's resignation by the Board shall not be necessary to make it effective. The resignation of an officer who is also a Member or a Board member shall not affect such officer's rights and duties as a Member or a Board member and shall not constitute the withdrawal of such officer as a Member or the resignation of such officer as a Board member.

(d) Removal. The Board may remove any officer, at any time, with or without cause. The removal of an officer who is also a Member or a Board member shall not affect such officer's rights and duties as a Member or a Board member and shall not constitute the withdrawal of such officer as a Member or the removal or resignation of such officer as a Board member.

(e) Vacancies. Any vacancy in any officer position occurring as the result of an officer's resignation, removal, death, disability or any other reason whatsoever may be filled by the Board. Each person who has been selected to fill a vacancy in an officer position shall hold his or her office until his or her successor has been selected by the Board or until his or her earlier resignation, removal or other vacancy.

(f) President and Chief Executive Officer. The President and Chief Executive Officer shall serve as the chief executive officer of the Company and, subject to any and all restrictions placed on the Board, shall have general supervision, direction and control of the Company's business and its day-to-day operations. The President and Chief Executive Officer shall preside at all meetings of the Members. The President and Chief Executive Officer shall see that all orders and resolutions of the Members and of the Board are effected and shall have and shall exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board or pursuant to this Limited Liability Company

Agreement. The initial President and Chief Executive Officer shall be Ronald A. Klein.

(g) Chief Financial Officer. The Chief Financial Officer shall be the principal financial officer of the Company and shall have general supervision of the direction of the finances of the Company. The Chief Financial Officer shall hold the office of Vice President, shall report to the President and Chief Executive Officer and shall exercise and perform such other powers and duties as may from time to time may be assigned to him or her by the Board or the President and Chief Executive Officer or pursuant to this Limited Liability Company Agreement. The initial Chief Financial Officer shall be W. Anderson Geater, Jr.

(h) Vice Presidents. In the event of the President and Chief Executive Officer's absence or disability, the Vice President (or, if more than one, the Vice Presidents, in order of their rank as fixed by the Board) shall have and shall exercise and perform all of the powers and duties of the President and Chief Executive Officer, subject to any and all restrictions placed on the President and Chief Executive Officer by the Board or pursuant to this Limited Liability Company Agreement. The Vice Presidents shall have and shall exercise and perform such other powers and duties as may from time to time may be assigned to them by the Board or the President and Chief Executive Officer or pursuant to this Limited Liability Company Agreement.

(i) Secretary. The Secretary shall attend all meetings of the Board of Managers or the Members and shall keep or cause to be kept, in his or her custody at the Company's principal place of business or at such other place as the Board may order, a book containing all written consents executed by the members of the Board of Managers or the Members and the minutes of all meetings of the Board of Managers or the Members (which minutes shall set forth the place, date, and hour of the meeting, a copy of the notice of the meeting, the names of those present at the meeting and a summary of the proceedings of the meeting). The Secretary shall have and shall exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board of Managers or the President and Chief Executive Officer or pursuant to this Limited Liability Company Agreement.

(j) Assistant Secretaries. In the event of the Secretary's absence or disability, any Assistant Secretary shall act as Secretary in all respects and shall have and shall exercise and perform all of the powers and duties of the Secretary, subject to any and all restrictions placed on the Secretary by the Board of Managers or the President and Chief Executive Officer or pursuant to this Limited Liability Company Agreement. The Assistant

Secretaries shall have and shall exercise and perform such other powers and duties as may from time to time be assigned to them by the Board of Managers, the President and Chief Executive Officer or the Secretary or pursuant to this Limited Liability Company Agreement.

4.10 EMPLOYMENT AGREEMENTS. All employment agreements for executive officers of the Company, or the Company Subsidiaries, shall be approved by the Board of Managers.

5. RIGHTS AND DUTIES OF MEMBERS

5.1 PARTICIPATION IN MANAGEMENT; VOTING RIGHTS. Members shall have no right to take part in, vote on or interfere in any manner with the management, conduct or control of the Company or its business, and shall have no right or authority whatsoever to act for or on behalf of, or to bind, the Company. Notwithstanding the immediately preceding sentence, the Members holding Series A, B and D Units shall have the right to vote, in accordance with their relative ownership of Units, on each of the following matters:

(i) The dissolution of the Company, as provided in Section 8.1(b) below;

(ii) An amendment to the Certificate of Formation, or an amendment to this Limited Liability Company Agreement, as provided in Section 9.4 below; and

(iii) Any other matters with respect to which this Limited Liability Company Agreement expressly contemplates that the Members will have a right to vote.

Unless a greater or lesser vote is expressly required pursuant to any other provision of this Limited Liability Company Agreement, any action which the Members are required or permitted to take, including, without limitation, the matters described above, shall require the affirmative vote of a Majority Interest, and any lesser interest shall have no power whatsoever to take any action for or on behalf of, or to bind, the Company or the Members. Any action by the requisite number of Members, if taken in conformity with this Section 5.1, shall bind all of the Members, and no Member shall have the right to dissent from such action. Any Member may delegate all or any of his, her or its voting rights or powers to another Member (but only in writing), in which case any act of the other Member shall be the act of the delegating Member.

5.2 WITHDRAWAL; EXPULSION.

(a) Withdrawal. No Member shall be entitled to withdraw from the Company without first obtaining the approval of the Board of Managers and all of the other Members. No withdrawing Member shall be entitled to a withdrawal distribution unless such a distribution has been approved by all of the Members, which approval may be subject to such conditions, terms or qualifications as the Members deem appropriate.

(b) Expulsion. On the bankruptcy or dissolution of a Member, such Member shall be expelled from the Company and, notwithstanding Section 5.2(a) above, shall be deemed to have withdrawn from the Company; provided, however, that no such Member shall be entitled to a withdrawal distribution unless such a distribution has been approved by all of the Members, which approval may be subject to such conditions, terms or qualifications as the Members deem appropriate.

(c) Death. On the death of a Member, such Member shall be deemed to have assigned his or her Units to his or her estate, and his or her estate shall be deemed to have been automatically admitted to the Company as a substitute Member in place of the deceased Member to the extent of the Units assigned, Section 6.2(b) below notwithstanding.

5.3 LIMITED LIABILITY OF MEMBERS. No Member shall be personally liable for the Company's acts, debts or obligations, unless the Delaware Act or any other provision of this Limited Liability Company Agreement expressly provides otherwise.

5.4 ACCESS TO COMPANY INFORMATION. On written request by a Member, the Board of Managers shall provide such Member with a copy of the Company's most-recent annual financial statements and federal, state and local income tax returns and reports. On reasonable written request by a Member, (i) the Board of Managers shall provide such Member with information regarding the current state of business and financial condition of the Company; (ii) any Member, or his, her or its designated representative, may inspect and copy, at such Member's request, any of the records maintained pursuant to Section 9.2 below; and (iii) a Member may obtain such other information regarding the Company's affairs or inspect, personally or through a representative, during ordinary business hours, such other books and records of the Company as is just and reasonable. Any Member may call for a formal accounting of the Company's affairs whenever circumstances render such request just and reasonable.

5.5 MEETINGS OF THE MEMBERS; ACTIONS BY WRITTEN CONSENT.

(a) Notice of Meeting. The Board of Managers may call, and, at the request of one or more Members holding aggregate voting Units of at least ten percent (10%) of the aggregate voting Units held by all Members, shall call, a meeting of the Members by giving written notice to each Member specifying the date (which may not be less than five (5) business days after the notice is given, and with respect to a notice which has been given at the request of one or more Members, may not be more than fifteen (15) days after the notice is given), time, place and purpose of such meeting. Unless all of the Members agree otherwise, all meetings shall be held in the State of Michigan at a place reasonably convenient to the Members.

(b) Attendance. A Member may participate in a meeting by conference telephone or similar communications equipment which enables all persons participating in the meeting to hear each other, and such participation shall constitute personal attendance at such meeting. In addition, a Member may attend and vote by proxy. A Member's attendance at a meeting constitutes waiver of (i) notice of the meeting, unless attendance is for the sole purpose, announced at the beginning of the meeting, of objecting to the transaction of any business because the meeting was not called or convened properly, and (ii) objection to any action taken or consideration of any matter at the meeting which is not within the purposes described in the notice of the meeting, unless the Member objects to such action or consideration when it is first presented at the meeting.

(c) Quorum. A quorum for the conduct of any business at a meeting of the Members consists of a Majority Interest (determined with reference to Members who are entitled to vote at the meeting), except for purposes of adjournment of such meeting. If a quorum is not present, the meeting must be adjourned until such time as a quorum can be obtained, or postponed (in which event notice of the rescheduled meeting date must be given). Regardless of the number of Members in attendance at a meeting (so long as a quorum is present), any action taken by the Members at such meeting shall be effective, provided that such action was taken in conformity with the other provisions of this Limited Liability Company Agreement.

(d) Voting Requirements. Only those persons who were Members at the close of business on the last business day prior to the date of the meeting shall be entitled to vote at a meeting of the Members. Voting shall be by voice unless a Member requests a ballot, in which event voting shall be by written ballot. Each ballot shall be signed by the Member who casts it, and shall be preserved with the minutes of the meeting.

(e) Adjournment. A meeting of the Members may be adjourned to another time and place by the affirmative vote of a Majority Interest (determined

with reference to Members who are present and entitled to vote at the meeting). If a meeting is adjourned to another day, the Board of Managers shall use reasonable efforts to inform the other Members of the date, time and place on and at which the meeting will reconvene, and if such date is more than five (5) days after the date of the meeting, shall notify the other Members of such date, time and place.

(f) Minutes. The President and Chief Executive Officer (or another person designated by the Board of Managers) shall preside at all meetings of Members. The Secretary (or another person designated by the Board of Managers) shall keep the minutes of the meeting.

(g) Action by Written Consent. Any action which, pursuant to this Limited Liability Company Agreement or the Delaware Act, is to be taken by all of the Members may be taken, without a meeting of the Members and without a vote, pursuant to a written consent signed by all of the Members. Any action which, pursuant to this Limited Liability Company Agreement or the Delaware Act, is to be taken by a Majority Interest or any greater or lesser number of Members may be taken, without a meeting of the Members and without a vote, pursuant to a written consent signed by a Majority Interest or the requisite number of Members; provided, however, that such action shall not be effective until the Members who did not consent have been notified of the action (which notice shall include a copy of the written consent).

5.6 SALE OF THE COMPANY

(a) If a Capital Event that involves the sale of all or substantially all of the Company's Units (whether by merger, recapitalization, consolidation, reorganization, conversion, combination or otherwise) to any third party (any such sale constituting an "Approved Sale") is approved by each of the Independent Manager and all votes of the Series B Manager(s) appointed to the Board, each Member (including holders of Series A, C and D Units) shall consent to and raise no objections against such Approved Sale.

(b) Notwithstanding anything to the contrary in this Limited Liability Company Agreement, in connection with an Approved Sale involving a transfer of Members' Units, each Member shall receive the identical form of consideration and the identical portion of aggregate consideration that such Member would have received, if such aggregate consideration had been received directly by the Company and then distributed to the Members in complete liquidation pursuant to Section 8.2 of this Limited Liability Company Agreement.

(c) In connection with any such Approved Sale, (i) if the Approved Sale is structured as (A) a merger or consolidation, each Member shall waive any dissenters rights, appraisal rights or similar rights in connection with such merger or consolidation, or (B) a sale of Units, each Member shall agree to sell all of his Units and rights to acquire Units on the terms and conditions so approved, (ii) each Member shall take all necessary or desirable actions in connection with the consummation of the Approved Sale reasonably requested by the Company; and (iii) each Member shall be obligated to join on a pro rata basis (based on the share of the aggregate proceeds paid in such Approved Sale) in any indemnification or other obligations that the Company agrees to provide in connection with such Approved Sale other than any such obligations that relate specifically to a particular Member such as indemnification with respect to representations and warranties given by a Member regarding such Member's title to and ownership of Units; provided that no Member shall be obligated in connection with such Approved Sale to agree to indemnify or hold harmless the prospective transferee(s) with respect to an amount in excess of the net cash proceeds paid to such Member in connection with such Approved Sale.

(d) The obligations of the Members with respect to an Approved Sale are subject to the satisfaction of the following conditions: (i) if any Member is given an option as to the form and amount of consideration to be received, each Member shall be given the same option; and (ii) each holder of then currently exercisable rights to acquire Units shall be given an opportunity to exercise such rights prior to the consummation of the Approved Sale and participate in such sale as a Member.

(e) Members shall bear their pro-rata share of the costs of any sale of Units pursuant to an Approved Sale to the extent such costs are incurred for the benefit of all Members and are not otherwise paid by the Company or the acquiring party. For purposes of this Section 5.6(d), costs incurred in exercising reasonable efforts to take all necessary actions in connection with the consummation of an Approved Sale in accordance with Section 5.6(a) shall be deemed to be for the benefit of all Members.

(f) The provisions of this Section 5.6 shall terminate and cease to have effect upon the first sale of the Company's equity securities to the public pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission.

6. ASSIGNMENT OF UNITS AND ADMISSION OF ADDITIONAL MEMBERS

6.1 COMPLIANCE WITH SECURITIES LAWS. Each Member covenants with, and represents and warrants to, the Company and the other Members as follows:

(a) Such Member has acquired his, her or its Units for his, her or its own account and for investment purposes only, and not with a view to the assignment of all or any portion of such Units;

(b) Such Member shall not assign all or any portion of his, her or its Units in a manner which violates any federal or state securities law; and

(c) Such Member shall indemnify, defend and hold harmless the other Members, the Company and the Company's Board of Managers, officers, employees, agents, successors and assigns from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by the indemnitee in defense of any act or omission), judgments or amounts paid in settlement by the indemnitee incurred by the indemnitee as a result of any breach of the covenants, representations and warranties made in this Section 6.1 by such Member.

6.2 ASSIGNMENTS AND SUBSTITUTE MEMBERS.

(a) Effect of Assignments. Subject to the remaining provisions of this Section 6.2, and except for any assignment to a Competitive Business or any Affiliate of a Competitive Business, a Member may assign all or any portion of his, her or its Units at any time. Notwithstanding the immediately preceding sentence, an assignment of Units does not entitle the assignee to participate in the management and affairs of the Company or to become, or exercise any rights of, a Member. An assignment of Units merely entitles the assignee to receive, to the extent assigned, distributions to which the assigning Member would be entitled pursuant to this Limited Liability Company Agreement. In no event shall the Company, the Board of Managers or any other Member have any obligation whatsoever to recognize an assignment of Units unless the assignee has been admitted, in accordance with Section 6.2(b) below, as a substitute Member in place of the assigning Member to the extent of the Units assigned. Until such time as the assignee has been so admitted, the Company, the Board of Managers and the other Members shall consider the assigning Member to be the owner of his, her or its Units for all purposes relevant to the Certificate of Formation, this Limited Liability Company Agreement and the Delaware Act, and all distributions relating to the assigned Units shall be made to the assigning Member, it being his, her or its responsibility to forward the appropriate portion of such distributions to the assignee.

(b) Substitute Members. An assignee of Units shall be admitted as a substitute Member in place of the assigning Member to the extent of the Units

assigned, only on satisfaction of each of the following conditions precedent:

(i) The Board of Managers shall have consented to such admission in writing;

(ii) The agreement effecting the assignment is reasonably satisfactory, in form and substance, to the Board of Managers and the Company's counsel, and the assigning Member and the assignee have executed and acknowledged such agreement and such other documents, instruments and papers as the Board of Managers and the Company's counsel reasonably deem necessary, proper, convenient or desirable in order to evidence or effect the assignment or the admission of the assignee as a substitute Member in place of the assigning Member to the extent of the Units assigned;

(iii) The assignee accepts, adopts and agrees to be bound by all of the terms and provisions of this Limited Liability Company Agreement, as it may have been amended, from and after the effective date of the assignment, as if the assignee had joined in the original execution of this Limited Liability Company Agreement (and all subsequent amendments to this Limited Liability Company Agreement) as a Member. Such acceptance, adoption and agreement shall be set forth in a writing, the form and substance of which shall be satisfactory to the Board of Managers and the Company's counsel; and

(iv) The assignee has paid, or acknowledged that he, she or it is obligated to pay, all reasonable fees and expenses (including, without limitation, all reasonable attorneys' fees and expenses) incurred by the Company in connection with such admission.

(c) Effect of Assignment. An assignee who is admitted as a substitute Member in accordance with Section 6.2(b) above has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities, of a Member under the Certificate of Formation, this Limited Liability Company Agreement and the Delaware Act. Such an assignee also is liable for any obligations of his, her or its assignor to make Capital Contributions and to return distributions, to the extent provided in the Delaware Act or this Limited Liability Company Agreement, but shall not be obligated for liabilities unknown to the assignee at the time he, she or it became a Member, unless the liabilities are shown on the Company's financial records. Notwithstanding the above, in the case of Units assigned by a Series B Member, such Units shall become Series C Units in

the hands of the Substituted Member, unless such assignment is to one or more existing Series B Members, and such assignee shall have no voting rights hereunder.

6.3 SECTION 754 ELECTION. In the event of the assignment of all or any portion of Units voluntarily by way of a sale or exchange (and the subsequent admission of the assignee as a substitute Member pursuant to Section 6.2 above) or by operation of law on the death of a Member, the Company shall elect, pursuant to Code Section 754, to adjust the basis of the Company's property, if the recipient of the Units so requests, and if the Board of Managers consents to such adjustment (which consent shall not be unreasonably withheld). Each Member shall provide the Company with all information necessary to make such election. Any provision of this Limited Liability Company Agreement to the contrary notwithstanding, any change in the amount of depreciation deducted by the Company or any change in the gain or loss of the Company for federal income tax purposes resulting from such election shall be allocated entirely to the recipient of the Units in question; provided, however, that neither the Unit holdings of any Member, the Capital Contribution obligations of any Member nor the amount of any distributions of Excess Cash shall be affected as a result of such election; and provided, further, that such election shall have no effect except for federal income tax purposes.

6.4 ADMISSION OF ADDITIONAL MEMBERS.

(a) In order for a person to be admitted as an additional Member, such admission, and the terms and conditions of such admission, must be approved by the Board of Managers and such person must accept, adopt and agree to be bound by all of the terms and provisions of this Limited Liability Company Agreement, as the same may have been amended, as if such person had joined in the original execution of this Limited Liability Company Agreement. Any provision of this Limited Liability Company Agreement to the contrary notwithstanding, the provisions of this Section 6.4(a) shall not govern or apply to any admission to be effected in connection with employee options, as contemplated in subsection (b) below, the assignment of Units, as contemplated in Section 6.2 above, or pursuant to Section 5.2(c) above.

(b) If the Board of Managers determines, in the exercise of its reasonable discretion, that admission of one or more Members depends on granting such Member(s) certain management rights, the Board may modify Section 5.1(a) to reflect that such new Member(s) has the right to appoint up to two members to the Board, or control up to 40% of the Board's votes; provided, however, that any rights granted to such new Member(s) pursuant to this Section 6.4(b), shall decrease, proportionately, the voting rights of the Original Member.

(c) The Board of Managers may, from time to time, offer in writing (pursuant to a plan or otherwise) to Key Employees (as defined below) Series D Units not to exceed in the aggregate 11.5% of all outstanding Units under such terms and subject to such conditions as the Board shall determine in its sole discretion. The Board may establish vesting schedules for individual Key Employees that defer such Key Employee's rights to full ownership of his or her Series D Units or forfeiture provisions that forfeit a Key Employee's rights to his Series D Units upon the occurrence of certain events (together, "Restricted Units"). Any Restricted Units (or options to acquire such Units) issued in connection with receipt of the initial Capital Contributions, shall assume a $50 million enterprise value of the Company. The Board shall amend Exhibit A from time to time to reflect the admission of Key Employees as Members upon the issuance of Restricted Units or upon exercise of their options to purchase Series D Units (in the case of options). A Key Employee will not be admitted as a Member until he or she agrees in writing to be bound by the terms and provisions of this Limited Liability Company Agreement. For purposes of this Section 6.4(c), "Key Employee" shall mean any person designated by the Board of Managers as a Key Employee eligible to receive the benefits of this Section 6.4(c).

6.5 AMENDMENT OF LIMITED LIABILITY COMPANY AGREEMENT TO REFLECT ASSIGNMENT. Notwithstanding Section 9.4 below, the Board of Managers may amend this Limited Liability Company Agreement to reflect any assignment or admission of a substitute or additional Member accomplished in accordance with this Section 6 or Section 5.2(c) above.

6.6 DEFINITION. As used in this Section 6, the term "assign" means to sell, transfer, assign, gift, pledge or otherwise dispose of or encumber all or any portion of a Unit. All derivations of the term "assign" shall have similar meanings, as is appropriate.

6.7 CALL OPTION.

(a) The Series B and Series C Members as of the date hereof shall have the right (the "Call Option") to purchase from the Original Member, proportionate to their relative Unit holdings, on the terms and subject to the conditions set forth in this Section 6.7, all, but not less than all, of the Original Member's Units owned on the date of the exercise of the Call Option (the "Called Interests"). The Call Option shall be exercisable at any time after 36 months from the date hereof and before 60 months from the date hereof (the "Exercise Period").

(b) Any exercise of the Call Option shall be effected by written notice given to the Original Member and signed by all of the Members participating in

the exercise of the Call Option, which notice may be given at any time during the Exercise Period, and which notice shall set forth a closing date not sooner than 30 nor later than 60 days following the date of the notice. Such closing shall be delayed to the extent required to permit completion of the procedures for determining the Call Option Purchase Price (as defined below).

(c) For purposes of this Section 6.7, the Call Option Purchase Price shall be equal to the amount which the Original Member would receive upon liquidation of the Company pursuant to Section 8.2, assuming a fair market value of the Company equal to its Enterprise Value; provided however, for this purpose all outstanding options and warrants to purchase Units shall be treated as exercised. "Enterprise Value" shall mean the saleable value of the equity of the Company (as of the date the notice was received by the Original Member) that is the mid-point of the range of such values resulting from a nationally recognized investment banking firm's application of generally accepted valuation methodologies. The investment banker selected to make the valuation determination shall not represent the Company, any Member or member of the Board of Managers in a lead capacity and shall be selected by the Board of Managers. Such selection shall occur within 20 days of the Original Member's receipt of the exercise notice. The cost of such investment banker shall be borne by the Members exercising the Call Option.

(d) At the closing of the exercise of the Call Option, the following shall occur: (i) all debts between the Company and the Original Member shall be reconciled, and the resulting balance, in the case of funds owed to the Original Member, shall be paid off or caused to be paid off, by Members exercising the Call Option; or in the case of funds owed to the Company, such amount shall be netted against and reduce payment of the Call Option Purchase Price; (ii) such Members shall pay or cause to be paid to the Original Member the Call Option Purchase Price in cash by wire transfer of immediately available funds (after any adjustments required by (i) above); and (iii) the Original Member shall execute and deliver to the Members or person or entity designated by the Members an assignment and transfer of its Units in form and substance reasonably satisfactory to the Members exercising the Call Option. The Units sold pursuant to this Section 6.7 shall be transferred free and clear of all liens, pledges, encumbrances, claims and equities of any kind, except those which secure obligations of the Company and which are applicable to the Units held by the Members exercising the Call Option.

7. NOTICES

7.1 MANNER OF DELIVERY. Any notice, election, demand, request, consent, approval, concurrence or other communication (collectively, a "notice") given or made under any provision of this Limited Liability Company Agreement shall be deemed to have been sufficiently given or made for all purposes only if it is in writing and it is: (a) delivered personally to the party to whom it is directed; (b) sent by first class mail or overnight express mail, postage and charges prepaid, addressed to the party to whom it is directed, at his, her or its address set forth opposite his, her or its name on the attached Exhibit A; or (c) telecopied to the party to whom it is directed, at his, her or its address set forth opposite his, her or its name on the attached Exhibit A. All notices to the Company also shall be sent to each member of the Board of Managers.

7.2 DATE. Unless any other provision of this Limited Liability Company Agreement expressly provides to the contrary, any notice:

(a) given or made in the manner indicated in Section 7.1(a) above shall be deemed to have been given or made on the day on which such notice was actually delivered to an adult residing or employed at the address of the intended recipient, but if such day was not a business day, such notice shall be deemed to have been given or made on the first business day following such day;

(b) given or made in the manner indicated in Section 7.1(b) above shall be deemed to have been given or made on the third business day after the day on which it was deposited in a regularly maintained receptacle for the deposit of the United States' mail, or in the case of overnight express mail, on the business day immediately following the day on which it was deposited in a regularly maintained receptacle for the deposit of overnight express mail, provided that the notice is subsequently delivered by the U.S. Post Office or the courier service to the designated address in the ordinary course of business; and

(c) given or made in the manner indicated in Section 7.1(c) above shall be deemed to have been given or made on receipt by the transmitting party of printed confirmation that the transmission was received, provided that if the transmission occurs after 4:30 p.m. EST or EDT (as appropriate) or on a non-business day, the notice shall be deemed to have been given or made on the first business day to follow such transmission.

Notwithstanding the immediately preceding sentence, if the intended recipient actually receives a notice before the date on which such notice is deemed to have been given or made, as specified above, the date of actual receipt shall be the date

on which such notice is deemed to have been given or made for the purposes of this Limited Liability Company Agreement.

7.3 CHANGE OF ADDRESS. Any Member or the Company may change his, her or its address for purposes of this Limited Liability Company Agreement by giving all of the Members, the Board of Managers and the Company notice of such change in the manner provided in Section 7.1 above.

8. DISSOLUTION

8.1 EVENTS OF DISSOLUTION. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events, whichever occurs first:

(a) The expiration of the period fixed for the Company's duration set forth in its Certification of Formation;

(b) The majority vote of Managers; or

(c) The entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act.

8.2 WINDING UP AND LIQUIDATING DISTRIBUTIONS. On the dissolution of the Company pursuant to Section 8.1 above or otherwise, the Board of Managers shall file a Certificate of Cancellation for the Company with the Delaware Secretary of State and shall wind up the Company's affairs in accordance with the provisions of the Delaware Act. Once the Company's affairs have been wound up, the Board of Managers shall proceed with an orderly liquidation of the Company's assets. On completion of such liquidation, the Board of Managers shall file all tax returns and pay all tax obligations required by applicable Delaware law, and within a reasonable time, the Board of Managers shall furnish each Member with a statement prepared by the Company's accountants, which shall set forth the assets and liabilities of the Company as of the date of dissolution and the proceeds and expenses of the Company's liquidation. The Board of Managers shall apply or distribute the proceeds of the liquidation in the following order of priority:

(a) First, to the Company's creditors, whether they are or are not Members, to the extent permitted by applicable law, in satisfaction of the debts and liabilities of the Company and the expenses of liquidation, other than debts and liabilities for distributions to Members under Sections 3.5 and 3.6 above. At the same time, the Board of Managers shall establish such reserves as it reasonably deems necessary, and in such amounts as it reasonably deems necessary, for any contingent or unforeseen debts, liabilities or obligations of the Company. The Board of Managers shall pay such reserves over to a bank or other institutional escrow agent to be

held, for such period of time as the Board of Managers reasonably deems appropriate, for the purpose of future disbursement in payment of such debts, liabilities and obligations. On the expiration of the period described above, the Board of Managers shall distribute the balance of such reserves in accordance with the remaining provisions of this Section 8.2;

(b) Then, to the Members pro rata, in proportion to their positive Capital Account balances; provided, however, that the Members' Capital Accounts first shall be adjusted to reflect the manner in which any unrealized income, gain, loss and deduction inherent in the Company's property, which has not previously been reflected in the Members' Capital Accounts, would be allocated among the Members if there had been a taxable disposition of the Company's assets at fair market value on the date of distribution, and such income, gain, loss or deduction were allocated in accordance with Section 3.2 hereof.

9. MISCELLANEOUS

9.1 BOOKS AND RECORDS. The Company's books shall be kept on such method of accounting as the Board of Managers deems appropriate in its sole discretion. The Company's books shall be maintained in a full and accurate manner at its principal place of business, and each and every transaction of the Company shall be entered fully and accurately in such books. The Company shall keep the following records at its registered office: (i) a current and accurate list of each Member and each member of the Board of Managers, including his, her or its full name and last known address; (ii) a copy of the Certificate of Formation and this Limited Liability Company Agreement, including all amendments and restatements; (iii) copies of the Company's federal, state and local tax returns and financial statements for the Company's last three (3) fiscal years; and (iv) copies of records that would enable a Member to determine his, her or its relative share of the Company's distributions and his, her or its relative voting rights, to the extent such information is not ascertainable from the records required to be maintained pursuant to clauses (i), (ii) and (iii) of this sentence.

9.2 FINANCIAL STATEMENTS. At the Company's expense, the Board of Managers shall cause to be prepared and distributed to all of the Members all appropriate information relating to the Company that is necessary for the preparation of the Members' federal income tax returns.

9.3 GOVERNING LAW. This Limited Liability Company Agreement shall be deemed to have been entered into within the State of Delaware. This Limited Liability Company Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

9.4 AMENDMENTS. Except to the extent that another provision of this Limited Liability Company Agreement expressly provides to the contrary, any amendment to this Limited Liability Company Agreement must be approved, in writing, by the Members in accordance with Section 5.1 above; provided, however, that any amendment to Articles 3, 8 or Sections 2.3, 4.2, 4.6, 5.1, 5.2, 5.6, 6.2, 6.4, 6.7, above, to the attached Exhibit A (except to the extent contemplated in Section 6.5 above) or to this Section 9.4, shall require the approval of all of the Members; and provided further, that no amendments may be made which impact the selection of, voting rights or any other item relating to the Independent Manager, without such Manager's prior written approval.

9.5 BINDING EFFECT. Except to the extent that another provision of this Limited Liability Company Agreement expressly provides to the contrary, this Limited Liability Company Agreement shall be binding on and inure to the benefit of the parties to it and their respective estates, personal representatives, executors, administrators, heirs, devisees, successors and permitted assigns.

9.6 SEVERABILITY. The provisions of this Limited Liability Company Agreement shall be severable. Any section, paragraph, clause or provision of this Limited Liability Company Agreement which is found to be unenforceable or invalid shall not affect the enforceability or validity of any other section, paragraph, clause or provision of this Limited Liability Company Agreement.

9.7 CONSTRUCTION. The parties acknowledge that they each participated in the drafting of this Limited Liability Company Agreement and the negotiation of its provisions. This Limited Liability Company Agreement shall not be construed for or against any party, regardless of whether some parties had a greater degree of participation than others. This Limited Liability Company Agreement sets forth the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter.

9.8 PRONOUNS. References in this Limited Liability Company Agreement to a Member, a member of the Board of Managers or any other person in the singular or plural or as him, her, it, or other like references, shall also, where the context so requires, be deemed to include the singular or the plural reference, or the masculine, feminine or neuter reference, as the case may be.

9.9 COUNTERPARTS AND FACSIMILE SIGNATURES. This Limited Liability Company Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Copies (whether facsimile, photostatic or otherwise) of signatures to this Limited Liability Company Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

9.10 TAX MATTERS PARTNER. The President and Chief Executive Officer, if he is a Member, or a Member designated by the Board of Managers if the President and Chief Executive Officer is not a Member or is unable or unwilling to serve, shall serve as the Company's "Tax Matters Partner" for purposes of Code Section 6231(a)(7). The Tax Matters Partner shall have the powers and duties provided for in such Code Section and in the related Treasury Regulations. The Tax Matters Partner shall promptly send the Members copies of any notices received from the Internal Revenue Service with respect to the Company and shall keep them advised as to the status of any Company issues or proceedings before the Internal Revenue Service. The Tax Matters Partner shall have no liability to the Company or any Member for any acts or omissions in his, her or its capacity as the Tax Matters Partner. The Company shall reimburse the Tax Matters Partner for all costs and expenses reasonably incurred by him, her or it on behalf of the Company. The Company shall indemnify, defend and hold harmless the Tax Matters Partner from and against any and all claims, liabilities, costs and expenses (including reasonable attorney fees and court costs) incurred by him, her or it as a consequence as serving or acting as the Tax Matters Partner.

10. DEFINITIONS

10.1 DEFINITIONS. As used in this Limited Liability Company Agreement, the following terms shall have the following meanings:

(a) "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amount which such Member is obligated to restore under Section 1.704-l(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and (i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in minimum gain, as determined in accordance with Sections 1.704-2(d) and 1.704-2(i)(3) of the Treasury Regulations; and

(ii) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

(b) An "Affiliate" of a person is (i) any person who, directly or indirectly, controls, is controlled by or is under common control with such person,

(ii) if such person is an entity, any officer, director, manager or trustee, or (iii) any person who is an officer, director, manager or trustee, or who, directly or indirectly, controls, is controlled by or is under common control with any person described in clauses (i) or (ii) of this sentence. For the purposes of this definition, the term "control" means to own or to have power to vote or direct the vote of at least ten percent (10%) of the outstanding voting securities of another person.

(c) "Board of Managers" means the person or persons appointed as the Board of Managers of the Company pursuant to Section 4 above.

(d) "Capital Account" means, with respect to each Member, a single capital account which shall be established for such Member and which shall be maintained for such Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited the amount of cash and the Gross Asset Value of any property contributed by such Member to the capital of the Company, such Member's allocable share of income or gain pursuant to Section 3.2, as well as tax-exempt income or gain, any items specially allocated to a Member under Sections 3.3 or 3.4, and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member.

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company property distributed to such Member pursuant to any provision of this Limited Liability Company Agreement, such Member's allocable share of losses pursuant to Section 3.2, as well as non-deductible expenditures, any items specially allocated to a Member under Sections 3.3 or 3.4, and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

(iii) In the event the Gross Asset Values of Company assets are adjusted, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment as if the Company recognized gain or loss equal to the amount of such aggregate net adjustment. All subsequent Depreciation or other related items shall thereafter be reflected in the Members' Capital Accounts.

(iv) The foregoing provisions relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner

consistent with such Regulations. It is the intent of the parties hereto that their underlying economic arrangement be reflected in their Capital Account balances, as computed in accordance with the provisions of (i) - (iii) above.

(v) In the event any interest in the Company is transferred in accordance with the terms of this Limited Liability Company Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(e) "Capital Contribution" means anything of value that a Member contributes to the Company's capital, whether in the form of cash, property (tangible or intangible), services or a promissory note or other binding obligation to contribute cash or property or to perform services, whenever made.

(f) "Capital Event" shall mean (i) the sale of all or substantially all of the Company's Units (whether by merger, recapitalization, consolidation, reorganization, combination or otherwise) resulting in a Member or Members (other than Members on the date hereof) owning in excess of 50% of all Units then outstanding or (ii) the sale of all or substantially all of the Company's assets.

(g) "Certificate of Formation" means the Certificate of Formation of the Company filed with the Delaware Secretary of State in accordance with the Delaware Act, as the same may be amended or restated from time to time.

(h) "Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

(i) "Company" means Origen Financial L.L.C., a limited liability company organized under the laws of the State of Delaware pursuant to the Certificate of Formation and this Limited Liability Company Agreement.

(j) "Company Minimum Gain" has the meaning assigned to the term partnership minimum gain in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d)(1). In general, Company Minimum Gain equals the excess of the amount by which a Nonrecourse Liability exceeds the adjusted tax basis of the Company property it encumbers.

(k) "Company Subsidiaries" is defined in Recital A.

(l) "Competitive Business" means any business that competes with the business of the Company or of Bingham Financial Services Corporation or any of its directly or indirectly owned subsidiaries.

(m) "Confidential Information" means information or knowledge not readily ascertainable by the general public or the industry in which the Company is engaged, including, but limited to, the Company's business plan, financial information, products, systems, processes, designs, accounting, marketing, client or customer lists and information.

(n) "Delaware Act" means the Delaware Limited Liability Company Act, Del. Code Ann. tit. 6,Sections 18-101 to -1109, as it may be amended from time to time.

(o) "Depreciation" means, for each taxable year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for the year or other period for Federal income tax purposes, except that if the Gross Asset Value of an asset differs from its adjusted basis for Federal income tax purposes at the beginning of the year or other period, Depreciation will be an amount that bears the same ratio to the beginning Gross Asset Value as the Federal income tax depreciation, amortization, or other cost recovery deduction for the year or other period bears to the beginning adjusted tax basis, provided that if the Federal income tax depreciation, amortization, or other cost recovery deduction for the year or other period is zero, Depreciation will be determined with reference to the beginning Gross Asset Value using any reasonable method selected by the Board of Managers.

(p) "Effective Date" means the date the Mergers become effective under applicable state law, or pursuant to Section 2.1, the date the Origen Corporations contribute assets and liabilities to the Company and Company Subsidiaries, and the holders of the Series B and Series C Units are deemed to have made their initial Capital Contributions to the Company.

(q) "Excess Cash" means, at any time, that portion of the cash and cash equivalent assets of the Company which the Board of Managers determines, in its sole discretion, exceeds the amount of cash needed by the Company to (i) remain "solvent", (ii) maintain adequate working capital and reserves, and (iii) conduct its business and carry out its purposes as described in Section 1.2 above. In making this determination, the Board of Managers shall take into account the Company's then current and foreseeable sources of, and needs for, cash. For the purposes of this definition, the Company is "solvent" if it its capable of paying its debts as they become due in the usual course of business or the value of its assets are equal to or greater than the sum of its liabilities.

(r) "Fiscal Year" means the calendar year ending December 31, 2001, and each subsequent calendar year thereafter, respectively.

(s) "Gross Asset Value" means, with respect to any asset, the adjusted basis of such asset for Federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company will be the fair market value of the asset on the date of the contribution, as determined by the Board of Managers.

(ii) The Board of Managers shall adjust the Gross Asset Values of all Company assets to equal the respective fair market values of the assets, as reasonably determined by the Board of Managers, as of (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company if the Board of Managers reasonably determines an adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company and (c) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g).

(iii) The Gross Asset Values of Company assets will be increased or decreased to reflect any adjustment to the adjusted basis of the assets under Code Sections 734(b) or 743(b), but only to the extent that the adjustment is taken into account in determining Capital Accounts under Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

(iv) The Gross Asset Value of any Company asset distributed to any Member will be the gross fair market value of the asset on the date of distribution.

After the Gross Asset Value of any asset has been determined or adjusted under subparagraphs (i), (ii), or (iii) above, the Gross Asset Value will be adjusted by the Depreciation taken into account with respect to the asset for purposes of computing the Capital Account balances of the Members.

(t) "Independent Manager" is defined in Section 4.1.

(u) "Limited Liability Company Agreement" (or "Agreement") means this Limited Liability Company Agreement of the Company, as it may be amended or restated from time to time.

(v) "Majority Interest" means one or more Members who hold, in the aggregate, voting Units which exceed one-half of the total voting Units held by all Members.

(w) "Member" means each person who has executed this Limited Liability Company Agreement as a Member, including the Original Member, as well as each person who may become a Member by both (i) fulfilling the applicable requirements set forth in this Limited Liability Company Agreement with respect to the admission of a person as a Member, and (ii) accepting, adopting and agreeing to be bound by all of the terms and provisions of this Limited Liability Company Agreement, as it may have been amended or restated, from and after the effective date of his, her or its admission to the Company as a Member, as if such person had joined in the original execution of this Limited Liability Company Agreement (and all amendments and restatements) as a Member. The term "Member" shall include a member of the Board of Managers to the extent such individual has purchased Units in the Company.

(x) "Member Nonrecourse Debt" means any nonrecourse debt of the Company for which any Member bears the economic risk of loss, as described in Treasury Regulations Section 1.704-2(b)(4).

(y) "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

(z) "Member Nonrecourse Deductions" has the meaning assigned to the term partner nonrecourse deductions in Treasury Regulations Section 1.704-2(i)(2). In general, the amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for any tax year is the excess, if any, of the net increase during such year in the amount of Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, over the aggregate amount of any distributions during such year to the Member that bears the economic risk of loss for such Member Nonrecourse Debt to the extent such distributions are from the proceeds of such Member Nonrecourse Debt, and are allocable to an increase in the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt.

(aa) "Member's Share of Company Minimum Gain" generally means, as described in Treasury Regulations Section 1.704-2(g)(1), the sum of Nonrecourse Deductions allocated to such Member and the aggregate amount of distributions made to such Member of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, minus the aggregate of such Member's Share of the Net Decrease in Company Minimum Gain.

(bb) "Member's Share of Member Nonrecourse Debt Minimum Gain" generally means, as described in Treasury Regulations Section 1.704-2(i)(5), an amount determined in a manner consistent with Treasury Regulations Section 1.704-2(g)(1) with respect to each Member Nonrecourse Debt for which such Member bears the economic risk of loss.

(cc) "Member's Share of the Net Decrease in Company Minimum Gain" generally means, as described in Treasury Regulations Section 1.704-2(g)(2), an amount equal to the total net decrease in Company Minimum Gain multiplied by a ratio equal to such Member's Share of Company Minimum Gain at the end of the immediately preceding taxable year over the total Company Minimum Gain at such time.

(dd) "Member's Share of the Net Decrease of Member Nonrecourse Debt Minimum Gain" generally means, as described in Treasury Regulations 1.704-2(i)(4), an amount determined in a manner consistent with Treasury Regulations Section 1.704-2(g)(2).

(ee) "Merger Agreement" means the Merger Agreement dated December 17, 2001 by and among the Original Member, the Company and Origen Financial, Inc. ("OFI"), pursuant to which the Original Member will cause the mergers of: (A) OFI with and into the Company; (B) Origen Special Holdings Corporation with and into Origen Special Purpose L.L.C.; (C) Origen Manufactured Home Financial, Inc. with and into Origen Manufactured Home Financial, L.L.C., and (D) Origen Insurance Agency, Inc. with and into Origen Insurance Agency, L.L.C., each as more fully described in such Merger Agreement.

(ff) "Mergers" mean the transactions described in the Merger Agreement.

(gg) "Net Capital Contribution" shall mean the difference between a Member's total Capital Contributions less amounts distributed to such Member under Section 3.6(a).

(hh) "Nonrecourse Deductions" has the meaning assigned to such term in Treasury Regulations Section 1.704-2(c). In general, the amount of Nonrecourse Deductions for a Company taxable year equals the excess of the net increase, if any, in the amount of Company Minimum Gain during such year over the aggregate amount of distributions during such year of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain.

(ii) "Nonrecourse Liability" means any debt of the Company to the extent that no Member (or a person related to a Member) bears the economic risk of

loss for that liability, as described in Treasury Regulations Sections 1.704-2(b)(3) and 1.752-1(a)(2).

(jj) "Original Member" shall mean Bingham Financial Services Corporation, a Michigan corporation.

(kk) "Profits" and "Losses" mean, for each taxable year or other period, an amount equal to the Company's Federal taxable income or loss (as is appropriate) for such year or other period, determined in accordance with Code Section 703(a) (including all items of income, gain, loss or deduction required to be stated separately under Section 703(a)(1) of the Code), with the following adjustments:

(i) Any income of the Company that is exempt from Federal income tax and not otherwise taken into account in computing Profits or Losses will be added to taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures under Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, will be subtracted from taxable income or loss;

(iii) Gain or loss resulting from any disposition of Company property (with respect to which gain or loss is recognized for Federal income tax purposes) will be computed by reference to the Gross Asset Value of the property, notwithstanding that the adjusted tax basis of the property differs from its Gross Asset Value;

(iv) In lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing taxable income or loss, there will be taken into account Depreciation for the taxable year or other period; and

(v) If the Gross Asset Value of any Company asset is adjusted pursuant to clauses (ii) or (iii) of the definition of "Gross Asset Value," the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses.

(ll) "Series A Units" means the Units of membership interest in the Company designated as Series A Units, which Series A Units shall have such rights, terms and obligations as otherwise provided in this Limited Liability Company Agreement.

(mm) "Series B Units" means the Units of membership interest in the Company designated as Series B Units, which Series B Units shall have such rights, terms and obligations as otherwise provided in this Limited Liability Company Agreement.

(nn) "Series C Units" means the non-voting Units of membership interest in the Company designated as Series C Units, which Series C Units shall have such rights, terms and obligations as otherwise provided in this Limited Liability Company Agreement.

(oo) Series D Units" means the Units of membership interest in the Company designated as Series D Units and issued to Key Employees, which shall have such rights, terms and obligations as otherwise provided in this Limited Liability Company Agreement

(pp) "Tax Distribution" means with respect to each Member, for each Fiscal Year, that amount equal to the Federal, state and local income taxes for such tax year of such Member then payable on the difference between the cumulative excess of items of income and gain over items of loss and deduction allocated to such Member (as determined by the Company's regularly employed accountants, assuming such Member was an individual taxable for such Fiscal Year at the maximum individual Federal, state and local income tax rates applicable to such Member (after giving effect to the deductibility of state and local taxes, as well as any preferential capital gains rates)), less the aggregate of all amounts distributed to such Member pursuant to Section 3.5; provided, however, that no such distribution shall be paid to the Original Member with respect to any tax allocations described in Sections 3.2(a)(iii), or 3.2(c).

(qq) "Treasury Regulations" includes proposed, temporary and final regulations promulgated under the Code in effect as of the date of the filing of the Certificate of Formation and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

(rr) "Unit" is defined in Section 2.2.

IN WITNESS HEREOF, the undersigned have executed this Limited Liability Company Agreement of Origen Financial, L.L.C. on or as of December 18, 2001.

MEMBERS:

BINGHAM FINANCIAL SERVICES CORPORATION, a Michigan corporation

By: /s/ Ronald A. Klein

Ronald A. Klein, CEO

SUI TRS, INC. a Michigan corporation

By: /s/ Gary A. Shiffman

Gary A. Shiffman, President

Shiffman Family LLC, a Michigan Limited Liability Company

By: /s/ Arthur A. Weiss

Arthur A. Weiss, Manager

Woodward Holding, LLC, a Michigan Limited Liability Company

By: /s/ Paul A. Halpern

Paul A. Halpern
Its: Manager

MANAGERS:

/s/ Ronald Klein

Ronald Klein

/s/ Gary Shiffman

Gary Shiffman

(Independent Manager)

EXHIBIT A

Member	Address	Series A Units	Series B Units	Series C Units	Total Unit Holdings	Initial Capital Contribution
Bingham Financial Services Corporation	260 East Brown Street, Suite 200, Birmingham, MI 48009	200,000	-0-	-0-	200,000	$ 0
Shiffman Family LLC	31700 Middlebelt, Suite 145 Farmington Hills, MI 48334	-0-	84,211	-0-	84,211	$ 4,210,526
SUI TRS, Inc.	31700 Middlebelt, Suite 145 Farmington Hills, MI 48334	-0-	315,789	-0-	315,789	$15,789,474
Woodward Holding, LLC	2300 Harmon Road Auburn Hills, MI 48326 Attn: Paul Halpern	-0-	-0-	400,000	400,000	$20,000,000
Total Initial Capital Contributions						$40,000,000
Total Unit Holdings		200,000	400,000	400,000		1,000,000

EXHIBIT 10.61

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT ("Agreement") is entered into as of February 28, 2002, by and between SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP ("Lender"), and WOODWARD HOLDING, LLC ("Participant").

RECITALS

A. Lender has provided to Origen Financial, Inc. ("Origen Inc.") and Origen Financial, L.L.C. ("Origen LLC" and together with Origen Inc., the "Borrowers") a line of credit facility in the amount of $17,500,000 (the "Line of Credit") pursuant to the terms and conditions of a certain Amended and Restated Subordinated Loan Agreement dated February 1, 2002, (the "Loan Agreement"). All capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Loan Agreement.

B. Advances under the Line of Credit are evidenced by a Second Amended Promissory Note dated as of February 1, 2002 (the, "Line of Credit Note") executed and delivered by the Borrowers. The payment and performance of the Line of Credit Note is secured by substantially all assets of the Borrowers (the, "Collateral") as described in and evidenced by (i) a certain Amended and Restated Security Agreement between Origen Inc. and Lender dated February 1, 2002, (ii) a certain Security Agreement between Origen LLC and Lender dated February 1, 2002, (iii) a certain Amended and Restated Limited Liability Company Interest Security and Pledge Agreement between Origen Inc. and Lender dated February 1, 2002, (iv) a certain Limited Liability Company Interest Security and Pledge Agreement between Origen LLC and Lender dated February 1, 2002, and (v) a certain Amended and Restated Stock Pledge Agreement between Origen LLC and Lender dated February 1, 2002 (collectively, the "Collateral Documents"). The payment and performance of the Line of Credit Note is guaranteed by Bingham Financial Services Corporation as evidenced by an Amended and Restated Guaranty dated February 1, 2002 ("Guaranty"). The Loan Agreement, Line of Credit Note, Collateral Documents and Guaranty together with all other documents, agreements and instruments executed in connection therewith, are collectively referred to as the "Line of Credit Loan Documents."

C. Lender has agreed to sell and Participant has agreed to purchase a participation in the Line of Credit on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contained, Lender and Participant hereby agree as follows:

1. Participation. Subject to the terms and conditions of this Agreement, Lender hereby sells and agrees to sell and Participant hereby purchases and agrees to purchase (a "Participation") an undivided fifty percent (50%) interest (subject to adjustment in accordance with Section 3 below, the "Participation Percentage") in the Line of Credit. For purposes of this Agreement, the "Participation Loan" shall mean the Line of Credit (including any amounts outstanding on the date hereof and any Committed Advances (as defined below) made hereafter),

together with any Future Advances (as defined in Section 3) in which each of Lender and Participant from time to time acquire and hold an interest pursuant to Section 3, and the "Loan Documents" shall mean all documents, agreements and instruments executed in connection with the Participation Loan, including, without limitation, the Line of Credit Loan Documents. The parties acknowledge and agree that the committed lending limit under the Line of Credit is $17,500,000.00 (the "Committed Amount"). The interest of Participant under this Agreement shall include but not be limited to (a) participation in (i) the currently outstanding amounts under the Line of Credit, including the right to receive payments of principal and interest payable under the Line of Credit Note, and (ii) participation in any advances made under the Line of Credit up to the Committed Amount thereunder ("Committed Advances"), and (b) the right to (i) receive a pro rata portion of the commitment fee paid and payable by Borrowers with respect to the Line of Credit, (ii) purchase, at its option, interests in Future Advances pursuant to Section 3, (iii) receive the proceeds received upon the disposition of the Collateral, and (iv) the benefits and burdens arising from the Loan Documents as each of the Loan Documents are amended by Lender (either individually or collectively) subsequent to the date hereof in accordance with the terms of this Agreement, all for the pro rata account and risk of Participant to the extent of its Participation Percentage. Participant's right to receive its Participation Percentage in the interest, however, shall be limited to interest which accrues and is paid on or after the date Participant pays Lender for its Participation in the Line of Credit. This Agreement constitutes a nonrecourse sale of a Participation equal to the Participation Percentage and shall not be construed as a loan by Participant to Lender or as a sale of securities by Lender to Participant or as creating any other relationship.

2. Payment of Purchase Price. No later than two business days after the execution of this Agreement, Participant shall pay Lender the sum of $8,405,785.64 for the purchase of its undivided Participation in the Line of Credit. The foregoing purchase price represents Participant's Participation Percentage in the current outstanding principal balance under the Line of Credit Note less Participant's Participation Percentage in origination fees of $150,000 paid by Borrowers prior to the date hereof with respect to the Committed Amount. Lender shall give Participant prompt written notice of any Committed Advance to be made on the Line of Credit. Participant shall deliver immediately available funds to Lender no later than five (5) business days after Lender funds the Committed Advance (or such other date, as mutually agreed by Lender and Participant) in an amount equal to fifty percent (50%) of the total amount of the Committed Advance paid by Lender. Participant shall remit the purchase price for its Participation in the Line of Credit (including any Committed Advance) by wire transfer, in accordance with the following wire instructions:

Bank: Bank One - Michigan
ABA #072000326
For Credit to Sun Operating Communities Operating Limited Partnership
Account #1530503

Participant's Participation under this Agreement with respect to the Committed Amount under the Line of Credit Note or any Committed Advances shall be effective as of the day the purchase price for such Participation interest is received by Lender. The obligation of Participant

to provide Lender with the purchase price of Participant's Participation in any Committed Advance is irrevocable and shall be absolute and unconditional under any and all circumstances and irrespective of any set-off, counterclaim or defense to payment that Participant may have or have had against Lender.

3. Future Advances.

a. If either Lender or Participant (an "Advancing Party"), desires to loan money to Borrowers after the date hereof (in addition to, and exclusive of, any Committed Advances), whether effected by amending the Line of Credit Loan Documents or entering into new loan documents with the Borrowers, (a "Future Advance"), the Advancing Party shall send the other party to this Agreement (the "Other Party") a notice of the amount and other terms of the Future Advance; provided, however, that an Advancing Party shall not be required to deliver such notice to the Other Party until such time as all Future Advances made by such Advancing Party hereunder, in the aggregate, equal or exceed $1,000,000.00. The Other Party shall then have the right (but not the obligation) to purchase up to a 50% participation interest in the Future Advance. If the Other Party does not respond to the Advancing Party's notice within five (5) business days after the Other Party's receipt of such notice (or such other date, as mutually agreed by the Advancing Party and the Other Party), the Other Party shall be deemed to have declined to purchase a participation interest in the Future Advance. If the Other Party wishes to purchase up to a 50% participation interest in the Future Advance, the Other Party shall deliver immediately available funds to the Advancing Party no later than five (5) business days after the Advancing Party funds the Future Advance (or such other date, as mutually agreed by the Advancing Party and the Other Party) in an amount equal to the product of (i) the percentage interest purchased by the Other Party in the Future Advance, multiplied by (ii) the total amount of the Future Advance. Any participation in a Future Advance by an Other Party shall be effective as of the day the purchase price for such participation interest is received by the Advancing Party. To the extent an origination fee shall be payable by Borrowers in connection with any Future Advance, the Advancing Party shall remit to or give a credit for a portion of such origination fee to the extent of the Other Party's percentage interest in the total amount of the Future Advance. If an Other Party purchases a participation interest in any Future Advance, the Participant's Participation Percentage in the Participation Loan shall be adjusted so that it is equal to (i) the total dollar amount of the Participant's advances under the Participation Loan (without giving effect to credits for or receipt of any origination fees), divided by (ii) the total principal amount of the Participation Loan.

b. If the Other Party does not purchase a participation interest in the Future Advance or such Future Advance is not yet offered to the Other Party in accordance with Section 3.a. above, then the entire amount of the Future Advance shall be a "Non-Participation Loan."

c. All indebtedness owing from Borrowers to an Advancing Party under a Non-Participation Loan shall at all times be wholly subordinate and junior in right to payment in full of the Participation Loan and all Senior Debt (as defined in the Loan Agreement). The Advancing Party agrees to enter into a subordination agreement reasonably acceptable to the Other Party effecting such subordination upon the making of a Non-Participation Loan.

d. All indebtedness owing from Borrowers to an Advancing Party under a Non-Participation Loan shall be evidenced by a note other than the note or notes evidencing indebtedness owing under the Participation Loan. If a Non-Participation Loan is made by Participant, the parties agree to enter into a mutually acceptable intercreditor agreement on terms substantially in accordance with this Agreement.

e. If an affiliate of Lender or Participant is the lender of record with respect to any advance constituting any part of the Participation Loan or a Non-Participation Loan, the parties agree to enter into (and to cause their respective affiliates, as the case may be, to enter into) a mutually acceptable intercreditor agreement on terms substantially in accordance with this Agreement.

4. Certificate of Participation. No participation certificate shall be issued by Lender to Participant as this Agreement alone shall evidence the participation interest in the Participation Loan.

5. Receipt of Documents.

a. By entering into this Agreement, Participant acknowledges that it has received and is satisfied with and hereby approves the form and substance of the Line of Credit Loan Documents including any exhibits thereto.

b. Participant acknowledges that it has received the same information regarding the Borrowers as has the Lender. Participant waives any right to require Lender to furnish or make available to the Participant any of the Lender's internal credit analysis of the Borrowers. Any such analysis was prepared solely for internal purposes and the Participant acknowledges and agrees that it is not and would not be entitled to rely thereon in making its credit decision.

6. Application of Payments. Promptly upon receipt by Lender of any payment of principal or interest on the Participation Loan, Lender shall remit to Participant its share thereof (after deducting any amount due from Participant to Lender under this Agreement) determined in accordance with Section 1 of this Agreement.

7. Reports, Notice of Default, etc. Lender shall promptly furnish to Participant copies of all reports and financial statements received from Borrowers pursuant to the Loan Documents. Lender shall have no responsibility to Participant for any errors or omissions in any such reports, financial statements or other information and shall not otherwise be liable to

Participant for failing to comply with the provisions of this Section, unless such failure is due to Lender's gross negligence or willful misconduct.

Lender shall promptly notify Participant of the occurrence of any Event of Default, as defined in the Loan Documents, of which the officer of Lender responsible for the Loan has actual knowledge. Similarly, Participant will promptly notify Lender of the occurrence of any Event of Default under the Loan Documents of which the officer of Participant responsible for administration of Participant's interest has actual knowledge. Failure to give any notice required under this Section shall not result in any liability of the Lender to the Participant, or of the Participant to the Lender, or relieve the Lender or the Participant, as the case may be, from any of their obligations hereunder.

8. Loan Documents. Lender shall hold all Loan Documents delivered in connection with the Participation Loan for the benefit of itself and Participant in accordance with their respective proportionate shares. Lender shall at all times keep proper books of account and records at its principal office reflecting Participant's proportionate share in the Participation Loan, which records shall be accessible for inspection by Participant at all reasonable times during business hours and upon reasonable notice to Lender.

9. Servicing of Participation Loan; Management and Enforcement of Loan Documents. Lender shall be responsible for the normal routine servicing of loan advances and payments under the Participation Loan on behalf of itself and Participant in accordance with the terms of this Agreement. However, so long as Participant has any outstanding Participation interest in the Participation Loan, Lender and Participant shall jointly manage and enforce the terms of the Loan Documents. Specifically, without the prior written consent of Participant, Lender shall not (i) agree to any amendment or modification of any of the Loan Documents of any kind or nature, (ii) waive any condition or provision of the Loan Documents, (iii) declare any Event of Default or enforce any remedy under the Loan Agreement or provided by law or in equity (whether such Event of Default arises in whole or in part from any Non-Participation Loan), or (iv) release any Collateral securing the Participation Loan.

10. Collection After Maturity. If Lender liquidates Collateral or receives a payment after maturity of the Participation Loan, by acceleration or otherwise, and whether pursuant to a demand for payment or as a result of legal proceedings against Borrowers or through payment by or action against any other person in any way liable for the indebtedness evidenced by the Loan Documents, or from any source whatsoever, such payment shall be applied in the following order:

a. To the unreimbursed costs and expenses, including attorney's fees, incurred by Lender or Participant, in effecting such recovery or in enforcing any right or remedy under the Loan Documents or in realizing upon the Collateral;

b. To accrued interest payable under the Participation Loan, of which the portion due to Participant shall be paid to Participant;

c. To the unpaid principal amount of the Participation Loan, of which the portion due to Participant shall be paid to Participant; and

d. To the unpaid principal, interest and origination fees payable with respect to any Non-Participation Loan.

The foregoing notwithstanding, it is expressly understood that if any loss (including any un-reimbursed expenses in connection with the Loan Documents) is sustained with respect to the Participation Loan, that portion of the total loss which is equal to Participant's Participation Percentage shall be borne by Participant with the balance of the loss being borne by Lender.

11. Adjustments to Payments.

a. If (i) Lender shall pay an amount to Participant pursuant hereto in the belief or expectation that a related payment has been or will be received or collected in connection with the Participation Loan, and (ii) such related payment is not received or collected by Lender, then Participant will, within three (3) business days of demand by Lender, return such amount to Lender, together with interest thereon at the overnight Federal Funds Rate. The Federal Funds Rate shall be the weighted average of the rates on overnight Federal Funds transactions, with members of the Federal Reserve System only, arranged by federal funds brokers, as published as of such day by the Federal Reserve Bank of New York.

b. Notwithstanding anything to the contrary contained herein, if Lender determines at any time that any amount received or collected by Lender with respect to the Participation Loan must be returned to Borrowers or paid to any other person or entity pursuant to any insolvency law or sharing clause or otherwise, then Lender will not be required to distribute any portion thereof to Participant and, Participant will, within three (3) business days of demand by Lender, repay any portion thereof that Lender shall have distributed to Participant, together with interest thereon at such rate(s), if any, as Lender shall be required to pay to Borrowers or such other person or entity with respect thereto.

c. If Participant shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) on account of its Participation in excess of its Participation Percentage of payments on account of the Participation Loan, Participant shall promptly remit such excess to Lender.

12. No Recourse; Limitation of Lender's Liability. Lender's only obligation to Participant with respect to any payment of principal or of interest on the Participation Loan or for any fees or other amounts payable by Borrowers under any of the Loan Documents shall be to remit to Participant its share of any such payment if, when, and as received by Lender. Neither Lender nor Participant shall have any recourse against the other as a result of Borrowers' failure to make any payment due under the Participation Loan or for any fee or other amounts payable by Borrowers under the Loan Documents. Neither Lender nor Participant shall have any responsibility with respect to any representations, warranties or statements made by Borrowers in the Loan Documents. All losses, including but not limited to those resulting from the foregoing

matters, shall be borne by the parties in proportion of their respective proportionate shares of the Participation Loan.

Although Lender will exercise the same care in administering the Participation Loan as if the Participation Loan were made entirely for Lender's own account, Lender shall have no liability to Participant for any loss except for any actual loss suffered by Participant due to Lender's own gross negligence or willful misconduct.

Without limiting the foregoing, Lender shall be fully protected in relying upon any certificate, document or other communication which appears to it to be genuine and to have been signed or presented by the proper person or persons and upon the advice of legal counsel, independent accountants and other appropriate experts (including those retained by Borrowers), and shall not be required to make any inquiry concerning the performance by Borrowers of their obligations under or compliance by Borrowers with the terms and conditions of any of the Loan Documents. Except as otherwise expressly set forth herein, Lender shall not be deemed to be a trustee or fiduciary for Participant in connection with this participation, the Line of Credit or any Loan Documents, and has no duties to Participant.

13. Reimbursement and Indemnification.

a. Except as otherwise provided in this Agreement, each of Lender and Participant (the "Indemnifying Party") shall reimburse the other party (the "Indemnified Party") immediately on demand for its proportion of all out-of-pocket expenses, including reasonable attorney's fees, incurred by the Indemnified Party in connection with the making, managing, or collection of the Participation Loan or Collateral or any portion thereof, to the extent not recovered from Borrowers, and shall indemnify and hold the Indemnified Party harmless from and against the Indemnifying Party's proportion of the amount of any costs, expenses (including reasonable attorneys' fees and disbursements), claims, damages, actions, losses or liabilities, that the Indemnified Party may suffer or incur in connection with this Agreement or any of the Loan Documents, or the transactions contemplated hereby or thereby, or any action taken or omitted to be taken by the Indemnifying Party hereunder or thereunder (collectively, the "Liabilities"). Notwithstanding the foregoing, however, the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for any of the Indemnified Party's fees or costs incurred in connection with this Agreement. In the event that the Indemnified Party recovers any such amounts from Borrowers after the Indemnifying Party has reimbursed the Indemnified Party for its proportion of any or all such Liabilities, the Indemnified Party shall return to the Indemnifying Party its proportion of the amounts recovered from Borrowers. Notwithstanding anything else set forth in this Agreement, the obligations and indemnities under this Paragraph shall survive the payment in full of the Participation Loan and termination of the Loan Documents and this Agreement.

b. In the event that the Indemnifying Party does not, on the date on which the Indemnifying Party is advised by the Indemnified Party of the payment by the Indemnified Party of any of the foregoing Liabilities, pay the Indemnified Party in the amount of its proportionate share of Liabilities, the Indemnifying Party shall pay the Indemnified Party, for each day until

the date of delivery to the Indemnified Party of such amount in immediately available funds, interest on its proportionate share of the Liabilities at a rate equal to the overnight Federal Funds Rate.

14. Other Relationships with Borrowers.

a. Each of Lender and Participant may accept deposits from, make loans or otherwise extend credit to Borrowers (in compliance with Section 3), and generally engage in any kind of financial services business with Borrowers, or any affiliate of Borrowers, and receive payment on such loans or extensions of credit (subject to Section 3) and otherwise act with respect thereto fully and without accountability to the other party to this Agreement in the same manner as if the Participation did not exist and the transactions described herein were not in effect.

b. No Other Party shall have any interest in any collateral (other than the Collateral) to support any Non-Participation Loans made by an Advancing Party to or for the account of Borrowers. Any payment by Borrowers to an Advancing Party under any Non-Participation Loans (whether voluntary, involuntary, through the exercise of an right of setoff or otherwise) shall be applied first in reduction of amounts outstanding under the Participation Loan.

c. No Advancing Party shall have any obligation to make any claim against, or assert any lien upon or right of setoff against, any property held by such party as security for a Non-Participation Loan which does not constitute Collateral security for the Participation Loan.

15. Lender's Warranties. Lender represents and warrants that:

a. It has not heretofore sold, assigned or otherwise disposed of any interest in the Line of Credit.

b. It has full power and authority to enter into and perform this Agreement and the officer(s) of Lender signing the Agreement on behalf of Participant have been duly authorized to do so.

c. It will remain in possession of the original Loan Documents or duplicate original copies of the Loan Documents.

d. The principal amount outstanding as of the date of this Agreement under the Line of Credit Note is $16,961,571.28.

e. Lender's officer responsible for the Line of Credit is not aware of the existence of any Event of Default as defined in the Loan Documents as of the date of this Agreement.

Participant and Lender agree that Lender has not made and shall not at any time be deemed to have made any further representation or warranty, express or implied, with respect to (i) the due execution, authenticity, legality, accuracy, completeness, validity or enforceability of any of the Loan Documents, (ii) the financial condition or creditworthiness or insolvency of Borrowers or any other entity which may have liability for the Participation Loan, or the collectibility of the Participation Loan, or (iii) any other matter having any relation to the Participation, the Participation Loan or the Loan Documents.

16. Participant's Warranties. Participant represents, warrants and acknowledges that:

a. It has full power and authority to enter into and perform this Agreement and the officers of Participant signing the Agreement on behalf of Participant have been duly authorized to do so.

b. It has reviewed and approved the form and substance of each of the Line of Credit Loan Documents.

c. Its decision to purchase this Participation and any future decisions it makes with respect to its Participation in the Participation Loan was based and will be based solely on its own independent evaluation of the Participation Loan, the creditworthiness of Borrowers and any other entity which may have liability for the Participation Loan, and its own investigation of the legality, sufficiency, and enforceability of the Loan Documents, and of the risks involved in the transactions contemplated in the Loan Documents and it is not and will not rely on Lender with respect thereto.

17. Assignment Upon Certain Events. Lender hereby assigns and transfers to Participant all right, title and interest of Lender, if any, in and to Participant's Participation interest in the Participation Loan; provided, however, that, notwithstanding anything to the contrary herein, such assignment shall become effective only upon the occurrence of an Assignment Event (as defined below). An "Assignment Event" shall have occurred if (a) Lender ceases doing business or Lender's existence is terminated by sale, dissolution, merger or otherwise, (b) any assignment is made for the benefit of Lender's creditors, (c) any receiver of Lender is appointed, (d) any insolvency, liquidation or reorganization proceeding under the U.S. Bankruptcy Code or otherwise shall be filed by or against Lender, or (e) an event of default shall have occurred under, and the payment of any indebtedness of Lender shall have been accelerated under, the terms of any loan agreement pursuant to which Lender has incurred debt. Upon an Assignment Event, Lender shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment and transfer and shall take such other action as Participant may reasonably request to give effect to the foregoing assignment.

18. Termination. This Agreement shall terminate upon the complete payment of all amounts due and satisfaction of all obligations of the Borrowers under the Participation Loan.

19. Notices. All notices, demands, consents, approvals and other communications hereunder (collectively, "notices") shall be in writing or by facsimile transmission and delivered

to the parties at their respective addresses set forth below, and the same shall be deemed to have been given or made when delivered by courier or if made by facsimile transaction, upon receipt of the answer back code of the designed party after transmission to the designated party or if made by mail, then three days after having been deposited in the United States mail, postage prepaid by registered or certified mail.

Participant:	Woodward Holding, LLC 2300 Harmon Road Auburn Hills, MI 48326 Attn: Paul Halpern Telephone: (248) 340-2264 Facsimile: (248) 340-2258
With a copy to:	Woodward Holding, LLC 2300 Harmon Road Auburn Hills, MI 48326 Attn: Alan L. Schlang Telephone: (248) 340-2170 Facsimile: (248) 340-2175
Lender:	Sun Communities Operating Limited Partnership 31700 Middlebelt Road, Suite 145 Farmington Hills, Michigan 48334 Attn: Gary A. Shiffman Telephone: (248) 932-3100 Facsimile: (248) 932-3072
With a copy to:	Jaffe, Raitt, Heuer & Weiss, P.C. One Woodward Avenue, Suite 2400 Detroit, MI 48226 Attn: Matthew Murphy Telephone: (313) 961-8380 Facsimile: (313) 961-8358

20. Assignments; Successors and Assigns. Participant warrants and represents to Lender that its Participation in the Participation Loan is being purchased for its own account and not for the purpose or intent of resale. Participant hereby acknowledges that in reliance upon the foregoing warranty and representation of Participant, Lender has not registered this loan participation under the Federal Securities Act of 1933 (as amended) or under any state or local laws. Except as otherwise permitted in this Agreement, neither Lender nor Participant shall sell, pledge, assign or otherwise transfer all or a portion of its interest in the Participation Loan or any of its rights or obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing, all provisions contained in this Agreement or related hereto shall inure to the benefit of and shall be binding upon the respective permitted successors and assigns of Lender and Participant.

21. No Partnership; No Trust. Neither the execution of this Agreement, nor any agreement to share in the profits or losses arising as a result of the Participation created hereby, is intended to be or to create, nor will be construed to be or create, a partnership, joint venture or other joint enterprise between Lender and Participant.

Neither the execution of this Agreement, nor Lender's holding the Loan Documents in its own name, nor the servicing of the Participation Loan by Lender, nor any other right, duty, or obligation of Lender under or pursuant to any Loan Document or this Agreement, is intended to be or to create, nor will be a constructive trust or other fiduciary relationship between Lender and Participant. Notwithstanding the foregoing, (a) Lender and Participant agree that any payment relating to a purchase of a participation interest by either party to this Agreement received by the other party pursuant to Section 2 or 3 shall not be deemed to be the property of the receiving party and shall be held in trust by the receiving party for the benefit of the purchasing party until either (i) advanced by the receiving party under an advance request or (ii) applied by the receiving party as reimbursement for an advance made by the receiving party prior to receipt by the receiving party of an amount equal to the purchasing party's participation percentage in such advance, and (b) Lender agrees that a pro rata portion (based on the Participant's Participation Percentage) of (i) any proceeds of Collateral received by Lender, and (ii) any payments of principal, interest, penalties, fees or costs received by Lender with respect to the Participation Loan, shall not be deemed to be the property of Lender and shall be held in trust by Lender for the benefit of Participant until remitted to Participant in accordance with this Agreement.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

23. Captions. The Paragraph captions in this Agreement have been inserted solely for ease of reference, and are not a part of this Agreement.

24. Entire Agreement. This Agreement embodies the entire agreement and understanding between Lender and Participant and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. If any provision hereof would be invalid under applicable law, then such provision shall be deemed to be modified to the extent necessary to render it valid, while most nearly preserving its original intent; no provision hereof shall be affected by another provision being held invalid.

25. Dispute Resolution. Any and all disputes, controversies or claims arising out of or related in any way to this Agreement shall be resolved as provided in this Section 24; provided, however, that either party may seek a preliminary injunction or other provisional judicial relief if, in its judgment, such action is necessary to avoid irreparable damage or to preserve the status quo. Despite any such action, the parties will continue to participate in good faith in the

procedures set forth in this Section 24. The parties shall meet promptly to make a good faith effort to resolve any dispute arising under this Agreement. If the good faith attempts to resolve the dispute are unsuccessful, the parties shall submit such dispute to arbitration. All such arbitration proceedings shall be held in the Detroit, Michigan metropolitan area and shall be conducted under the rules of the American Arbitration Association (the "Rules"). A single arbitrator (the "Arbitrator") mutually agreeable to the parties shall preside over such proceedings and shall make all decisions with respect to the resolution of the dispute, controversy or claim between the parties. In the event the parties are unable to agree on the Arbitrator within fifteen (15) days after either party has filed for arbitration in accordance with the Rules, they shall select a truly neutral arbitrator in accordance with the Rules for the selection of neutral arbitrators, who shall be the "Arbitrator" for the purposes of this Section 24. The decision of the Arbitrator shall be final and binding on the parties, and a judgment may be entered in a court of competent jurisdiction in order to enforce the Arbitrator's award. The parties shall be entitled to reasonable levels of discovery (as determined by the Arbitrator in his or her sole and absolute discretion) in accordance with the Federal Rules of Civil Procedure. The parties also hereby acknowledge that it is their intent to expedite the resolution of the dispute, controversy or claim in question, and that the Arbitrator shall schedule the timing of the hearing consistent with that intent. During the course of the proceedings, all fees to be paid to the Arbitrator, and all expenses incurred by the Arbitrator in connection with the arbitration, shall be borne equally by the parties. However, the Arbitrator shall award all costs, expenses and fees, including without limitation the Arbitrator's costs, expenses and fees and the prevailing party's reasonable attorneys' fees, to the party prevailing in the Arbitration as part of any award.

[signature page attached]

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

"LENDER"

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP, a Michigan limited partnership

By: Sun Communities, Inc., a Maryland corporation
Its: General Partner

By: /s/ Gary A. Shiffman

Its: Chief Executive Officer

"PARTICIPANT"

Woodward Holding, LLC

By: /s/ Paul A. Halpern

Its: Manager

EXHIBIT 12.1

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
AND RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED DISTRIBUTIONS

The ratio of earnings to fixed charges for the Company (including its subsidiaries and majority-owned partnerships) presents the relationship of the Company's earnings to its fixed charges. "Earnings" as used in the computation, is based on the Company's net income from operations (which includes a charge to income for depreciation and amortization expense) plus fixed charges. "Fixed charges" is comprised of (i) interest charges, whether expensed or capitalized, (ii) amortization of loan costs and discounts or premiums relating to indebtedness of the Company and its subsidiaries and majority-owned partnerships, excluding in all cases items which would be or are eliminated in consolidation, and (iii) preferred stock or OP Unit distributions.

The Company's ratio of earnings to combined fixed charges presents the relationship of the Company's earnings (as defined above) to fixed charges (as defined above).

	Year Ended December 31				
	2001	2000	1999	1998	1997
	(unaudited, in thousands)				
Earnings:					
Net income (before minority interest)	$47,246	$46,304	$37,435	$32,054	$27,927
Add fixed charges other than capitalized interest	31,016	29,651	27,289	23,987	14,423
	$78,262	$75,955	$64,724	$56,041	$42,350
Fixed Charges:					
Interest expense	$31,016	$29,651	$27,289	$23,987	$14,423
Preferred OP Unit distributions	8,131	7,826	3,663	2,505	2,505
Capitalized interest	3,704	3,148	2,230	1,045	756
Total fixed charges	$42,851	$40,625	$33,182	$27,537	$17,684
Ratio of earnings to fixed charges	1.83	1.87	1.95	2.03	2.39

SUN COMMUNITIES, INC.

EXHIBIT 21 - LIST OF SUBSIDIARIES

Main operating subsidiary:

Sun Communities Operating Limited Partnership, a Michigan limited partnership

Other subsidiaries (wholly-owned):

SCF Manager, Inc., a Michigan corporation

SCN Manager, Inc., a Michigan corporation

Sun Acquiring, Inc., a Kansas corporation

Sun Florida QRS, Inc., a Michigan corporation

Sun Houston QRS, Inc., a Michigan corporation

Sun QRS, Inc., a Michigan corporation

Sun Texas QRS, Inc., a Michigan corporation

Sun MHC Development, LLC, a Michigan limited liability company

Highland West Development, LLC, a New Mexico limited liability company

Subsidiaries of Sun Communities Operating Limited Partnership

8920 Associates, a Florida general partnership

Apple Orchard, LLC, a Michigan limited liability company

Arizona Finance L.L.C., a Michigan limited liability company

Aspen-Allendale Project, L.L.C., a Michigan limited liability company

Aspen-Alpine Project, L.L.C., a Michigan limited liability company

Aspen-Arbor Terrace, L.P., a Delaware limited partnership

Aspen-Bonita Lake Resort Limited Partnership, a Michigan limited partnership

Aspen-Brentwood Project, L.L.C., a Michigan limited liability company

Aspen-Byron Project, L.L.C., a Michigan limited liability company

Aspen-Country Project, L.L.C., a Michigan limited liability company

Aspen-Ft. Collins Limited Partnership, a Michigan limited partnership

Aspen-Grand Project, L.L.C., a Michigan limited liability company

Aspen-Holland Estates, L.L.C., a Michigan limited liability company

Aspen-Indian Project Limited Partnership, a Michigan limited partnership

Aspen-Kings Court, L.L.C., a Michigan limited liability company

Aspen-Paradise Park II Limited Partnership, a Michigan limited partnership

SUN COMMUNITIES, INC.

EXHIBIT 21 - LIST OF SUBSIDIARIES, CONTINUED

Aspen-Presidential Project, L.L.C., a Michigan limited liability company

Aspen-Siesta Bay Limited Partnership, a Michigan limited partnership

Aspen-Silver Star II Limited Partnership, a Michigan limited partnership

Aspen-Town & Country Associates II, L.L.C., a Michigan limited liability company

Bright Insurance Agency, Inc., a Michigan corporation

Family Retreat, Inc., a Michigan corporation

Knollwood Estates Operating Company L.L.C., a Michigan limited liability company

Miami Lakes Venture Associates, a Florida general partnership

Mt. Morris MHC, L.L.C., a Michigan limited liability company

Priority Entertainment L.L.C., a Michigan limited liability company

River Haven Operating Company L.L.C., a Michigan limited liability company

Snowbird Concessions, Inc., a Texas corporation

SunChamp, LLC, a Michigan limited liability company

Sun Communities Acquisitions, LLC, a Michigan limited liability company

Sun Communities Finance, LLC, a Michigan limited liability company

Sun Communities Funding Limited Partnership, a Michigan limited partnership

Sun Communities Houston Limited Partnership, a Michigan limited partnership

Sun Communities Mezzanine Lender, LLC, a Michigan limited liability company

Sun Communities Nevada GP L.L.C., a Michigan limited liability company

Sun Communities Nevada Limited Partnership, a Michigan limited partnership

Sun Communities Texas Limited Partnership, a Michigan limited partnership

Sun Communities Texas Mezzanine Lender Limited Partnership., a Michigan limited partnership

Sun Communities Funding GP L.L.C., a Michigan limited liability company

Sun/Forest LLC, a Michigan limited liability company

Sun/Forest Holdings LLC, a Michigan limited liability company

Sun GP L.L.C., a Michigan limited liability company

Sun Home Services, Inc., a Michigan corporation

SUI TRS, Inc., a Michigan corporation

SUN COMMUNITIES, INC.

EXHIBIT 21 - LIST OF SUBSIDIARIES, CONTINUED

Sun TRS, Inc., a Michigan corporation

Sun Water Oak Golf, Inc., a Michigan corporation

Sun/York L.L.C., a Michigan limited liability company

White Oak Estates, L.L.C., a Michigan limited liability company

White Oak Estates Holding, L.L.C., a Michigan limited liability company

EXHIBIT 23

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in the registration statements of Sun Communities, Inc. on Form S-3 (File No. 333-54718, File No. 333-86237, File No. 333-64271, File No. 333-14595, File No. 333-45273, File No. 333-72461, File No. 333-30462, File No. 333-72668, File No. 333-82392, File No. 333-19855, File No. 333-36541, and File No. 333-1822) and on Form S-8 (File No. 333-11923, File No. 333-82479, File No. 333-76400, and File No. 333-76398) of our report dated February 19, 2002 relating to the consolidated financial statements and financial statement schedule of Sun Communities, Inc. in this Annual Report on Form 10-K.

PRICEWATERHOUSECOOPERS LLP
Detroit, Michigan
March 26, 2002