UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report: April 1, 2015
(Date of earliest event reported)

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

Maryland	**1-12616**	**38-2730780**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

27777 Franklin Rd. **Suite 200** **Southfield, Michigan**	**48034**
(Address of Principal Executive Offices)	(Zip Code)

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

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

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

As described under Item 2.01 below, on April 1, 2015, Sun Communities, Inc. (the “Company”), through its operating subsidiary Sun Communities Operating Limited Partnership ("SCOLP"), acquired seven manufactured housing communities, including associated manufactured homes and certain other personal property and intangibles, from the Selling Parties listed below (the “Closing”):

Property	Selling Parties
Deerwood I	Deerwood I Sponsor, LLC, Deerwood I Holding, LLC and Deerwood I Park, LLC
Deerwood II	Deerwood II Sponsor, LLC, Deerwood II Holding, LLC and Deerwood II Park, LLC
Hamptons	Hamptons Sponsor, LLC, Hamptons Holding, LLC and Hamptons Park, LLC
Palm Key Village	Palm Key Village Sponsor, LLC, Palm Key Village Holding, LLC and Palm Key Village Park, LLC
The Ridge	481 Associates and Route 27 Associates, Ltd.
Southport Springs	Southport Springs Sponsor, LLC, Southport Springs Holding, LLC and Southport Springs Park, LLC
Windmill Village	Windmill Village Sponsor, LLC, Windmill Village Holding, LLC and Windmill Village Park, LLC

The Company intends to operate these communities as six manufactured housing communities, not seven.

In connection with the Closing, on April 1, 2015, the Company and certain of the Selling Parties or their affiliates (“Holders”) entered into Amendment No. 7 to the Third Amended and Restated Agreement of Limited Partnership of SCOLP (the “LPA Amendment”).

Under the LPA Amendment, a new class of OP units named Series C Preferred Units, which represent preferred partnership interests in SCOLP, was created and SCOLP issued 340,206 Series C Preferred Units to the Holders. The principal terms of the Series C Preferred Units are as follows: (a) the Series C Preferred Units provide for quarterly distributions at the rate of 4.0% per annum until the second anniversary of issuance, 4.5% per annum from the second anniversary to the fifth anniversary of issuance, and 5.0% per annum thereafter; (b) each Series C Preferred Unit is exchangeable at any time into 1.11 shares of the Company’s common stock (as such ratio is subject to adjustment for certain capital events); (c) the Series C Preferred Units rank junior to all Mirror A Preferred Units, Preferred OP Units, Series A-1 Preferred Units, Series A-4 Preferred Units and all other OP Units (now existing or hereafter arising) the terms of which specifically provide that such OP Units rank senior to the Series C Preferred Units; and (d) the Series C Preferred Units do not have any redemption rights or voting rights.

The foregoing description of the LPA Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the LPA Amendment, a copy of which is attached hereto as Exhibit 10.1, and the terms of which are incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On April 1, 2015, the Company, through its operating subsidiary SCOLP, acquired seven manufactured housing communities, including associated manufactured homes and certain other personal property and intangibles, from the Selling Parties for aggregate consideration of $256.2 million, consisting of:

- the assumption of $157.3 million of debt (as described in more detail below),
- the payment of $42.2 million in cash,
- SCOLP's issuance of 371,808 common OP units, at an issuance price of $61.00 per unit, and
- SCOLP's issuance of 340,206 Series C Preferred Units, at an issuance price of $100.00 per unit.

At the Closing, the Company assumed $157.3 million of mortgage debt on the communities with a weighted average interest rate of 5.17% and a weighted average remaining term of 6.3 years.

The foregoing description of the Closing does not purport to be complete and is subject to, and qualified in its entirety by, the full text of certain agreements, copies of which are attached hereto as Exhibits 2.1 through 2.7 and the terms of which are incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

At the Closing on April 1, 2015, SCOLP issued the Holders 371,808 common OP units, at an issuance price of $61.00 per unit, and 340,206 Series C Preferred Units, at an issuance price of $100.00 per unit. All of such securities were issued as consideration for sale by the Selling Parties to SCOLP of the manufactured housing communities.

The issuance by SCOLP of all of such securities was made in reliance upon the exemption from registration afforded by Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), and/or Regulation D, as promulgated by the Securities and Exchange Commission under the Securities Act, based upon the following: (a) the Holders confirmed to the Company and SCOLP that they are "accredited investors" (as defined in Rule 501 of Regulation D promulgated under the Securities Act), and (b) each Holders acknowledged that all securities being purchased were being purchased for investment intent and were "restricted securities" for purposes of the Securities Act, and agreed to transfer such securities only in a transaction registered under the Securities Act or exempt from registration under the Securities Act.

The description of the exchange rights applicable to Series C Preferred Units set forth in Item 1.01 above is incorporated herein by reference. Each common OP unit issued by SCOLP is exchangeable at any time (subject to certain limited exceptions) at the holder's option for one share of the Company's common stock.

Item 8.01 Other Events.

On April 2, 2015, the Company issued a press release, furnished as Exhibit 99.1 and incorporated herein by reference, announcing the Closing. The information contained in this Item 8.01 on Current Report on Form 8-K, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed to be "filed" for purposes of the Securities Exchange Act of 1934, as amended.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*.

Exhibit No.	Description	Method of Filing
2.1	Contribution Agreement (Deerwood I), dated December 4, 2014, by and among Deerwood I Sponsor, LLC, Deerwood I Holding, LLC, Deerwood I Park, LLC and Sun Communities Operating Limited Partnership*	Incorporated by reference to Sun Communities, Inc.'s Current Report on Form 8-K dated December 4, 2014
2.2	Contribution Agreement (Deerwood II), dated December 4, 2014, by and among Deerwood II Sponsor, LLC, Deerwood II Holding, LLC, Deerwood II Park, LLC and Sun Communities Operating Limited Partnership*	Incorporated by reference to Sun Communities, Inc.'s Current Report on Form 8-K dated December 4, 2014
2.3	Contribution Agreement (Hamptons), dated December 4, 2014, by and among Hamptons Sponsor, LLC, Hamptons Holding, LLC, Hamptons Park, LLC and Sun Communities Operating Limited Partnership*	Incorporated by reference to Sun Communities, Inc.'s Current Report on Form 8-K dated December 4, 2014
2.4	Contribution Agreement (Palm Key Village), dated December 4, 2014, by and among Palm Key Village Sponsor, LLC, Palm Key Village Holding, LLC, Palm Key Village Park, LLC and Sun Communities Operating Limited Partnership*	Incorporated by reference to Sun Communities, Inc.'s Current Report on Form 8-K dated December 4, 2014
2.5	Contribution Agreement, dated December 4, 2014, by and among 481 Associates, Route 27 Associates, Ltd., and Sun Communities Operating Limited Partnership*	Incorporated by reference to Sun Communities, Inc.'s Current Report on Form 8-K dated December 4, 2014
2.6	Contribution Agreement (Southport Springs), dated December 4, 2014, by and among Southport Springs Sponsor, LLC, Southport Springs Holding, LLC, Southport Springs Park, LLC and Sun Communities Operating Limited Partnership*	Incorporated by reference to Sun Communities, Inc.'s Current Report on Form 8-K dated December 4, 2014
2.7	Contribution Agreement (Windmill Village), dated December 4, 2014, by and among Windmill Village Sponsor, LLC, Windmill Village Holding, LLC, Windmill Village Park, LLC and Sun Communities Operating Limited Partnership*	Incorporated by reference to Sun Communities, Inc.'s Current Report on Form 8-K dated December 4, 2014
10.1	Amendment No. 7, dated April 1, 2015, to the Third Amended and Restated Agreement of Limited Partnership of Sun Communities Operating Limited Partnership	Filed herewith.
99.1	Press Release dated April 2, 2015	Filed herewith.

* Certain schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K because such schedules and exhibits do not contain information which is material to an investment decision or which is not otherwise disclosed in the filed agreements. The Company will furnish the omitted schedules and exhibits to the Securities and Exchange Commission upon request by the Commission.

SIGNATURES

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

	SUN COMMUNITIES, INC.	
Dated: April 2, 2015	By:	/s/ Karen J. Dearing
		Karen J. Dearing, Executive Vice President, Chief Financial Officer, Secretary and Treasurer

EXHIBIT INDEX

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7th AMENDMENT
TO THE
THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP

THIS 7TH AMENDMENT TO THE THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (this "**Amendment**") is made and entered into on April 1, 2015 ("**Effective Date**"), 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 the Contributors (as defined in the Contribution Agreements) (the "**Series C Preferred Partners**").

RECITALS

A. Contributors, certain affiliated holding companies and project owner entities (all of which are affiliates of Gerard Berger and Paul Simon) and the Partnership entered into eleven (11) separate Contribution Agreements, dated as of December 4, 2014, as amended (the "**Contribution Agreements**"), with respect to the Partnership's acquisition of seven manufactured housing communities, two golf courses, and manufactured home inventory.

B. Pursuant to the Contribution Agreements, the Series C Preferred Partners and their affiliates have contributed certain assets (the **"Contributed Assets"**) to the Partnership in consideration for the issuance by the Partnership of Common OP Units, Series C Preferred Units and certain other consideration.

C. The signatories hereto desire to amend that certain Third Amended and Restated Agreement of Limited Partnership of Sun Communities Operating Limited Partnership, dated as of June 19, 2014, as amended by those certain first, second, third, fifth and sixth amendments (the "**Agreement**") as set forth herein. There is no fourth amendment to the Agreement, which was initially reserved as a placeholder but will not be used. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to it in the Agreement.

D. Article 13 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 Effective Date, the Series C Preferred Partners have contributed the Contributed Assets to the Partnership in exchange for the issuance by the Partnership to the Series C Preferred Partners of an aggregate of 371,808 Common OP Units and 340,206 Series C Preferred Units and certain other consideration. The Common OP Units and Series C Preferred Units issued to the Series C Preferred Partners have been duly issued and fully paid. The Series C Preferred Partners are hereby admitted to the Partnership as new Limited Partners, and by execution of this Amendment the Series C Preferred Partners agree to be bound by all of the terms and conditions of the Agreement, as amended hereby, and hereby acknowledge receipt of a copy of the Agreement. Exhibit A of the Agreement is hereby deleted in its entirety and is replaced with **Exhibit A** to this Amendment.

2. Investment Representations. Each Series C Preferred Partner hereby represents and warrants to the Partnership as follows. Each Series C Preferred Partner hereby agrees to indemnify the Partnership, the General Partner and its directors, officers, employees and agents, against all liability, damages, loss, costs and expenses (including

reasonable attorneys' fees and expenses) which any of them may incur by reason of the falsity of any representation or breach of any warranty made by such Series C Preferred Partner.

(a) Such Series C Preferred Partner has been furnished with or has had access to, and has carefully reviewed, the periodic filings of the General Partner made with the Securities and Exchange Commission, the organizational documents of the Partnership and such other documents relating to the General Partner and the Partnership as it may have requested. Such Series C Preferred Partner has relied solely on the information contained therein and has not received or relied upon any other representations, warranties or assurances of the Partnership or the General Partner or any persons acting on their behalf, whether written or oral, other than the representations and warranties set forth in the Contribution Agreements. Such Series C Preferred Partner understands that all documents, records and books pertaining to its investment in Series C Preferred Units have been made available for inspection by it and its attorneys, accountants, investment advisors and other representatives. Such Series C Preferred Partner and its advisors and representatives have had a reasonable opportunity to ask questions of and receive answers from the Partnership and the General Partner, or a person or persons acting on its behalf, concerning the terms and conditions of the issuance of the Series C Preferred Units and the business, affairs and prospects of the Partnership and the General Partner, and all such questions have been answered to such Series C Preferred Partner’s full satisfaction.

(a) The Series C Preferred Units were not offered for sale to such Series C Preferred Partner by means of: (i) an advertisement, article, notice, letter, circular or other communication published in any newspaper, magazine or similar medium or by other written communication or broadcast over television or radio; or (ii) a seminar or meeting held pursuant to public invitation or announcement; or (iii) any other form of general solicitation or advertising.

(b) Such Series C Preferred Partner, if an individual, is a citizen of the United States of America, and is at least 21 years of age.

(c) If such Series C Preferred Partner is an entity, (i) it is duly organized, validly existing and in good standing under all laws applicable to it and has full power and authority to acquire the Series C Preferred Units, and (ii) those persons executing this Amendment on behalf of such Series C Preferred Partner are duly authorized to act for and bind it.

(d) Such Series C Preferred Partner and its shareholders, members, partners or beneficiaries (if any) have adequate means of providing for their current needs and possible personal contingencies, have no need for liquidity in its investment in the Series C Preferred Units, are able to bear the substantial economic risks of an investment in the Series C Preferred Units for an indefinite period, and at the present time could afford a complete loss of the investment. Such Series C Preferred Partner has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of this investment.

(e) Such Series C Preferred Partner recognizes that there is substantial economic risk associated with an investment in the Series C Preferred Units, which could result in a complete loss of investment.

(f) Such Series C Preferred Partner understands, or has consulted with its tax advisors concerning, the tax consequences of an investment in the Series C Preferred Units. Such Series C Preferred Partner has not received or relied upon any representations, warranties or assurances of the Partnership, the General Partner, or any persons acting on their behalf concerning the tax aspects of an investment in the Series C Preferred Units.

(g) Such Series C Preferred Partner understands that the Series C Preferred Units have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or the securities laws of any

state. Such Series C Preferred Partner will not sell or otherwise transfer any the Series C Preferred Units or REIT Shares for which they may be exchanged unless they are registered under the Securities Act and any applicable state securities laws, or pursuant to an exemption from such registration satisfactory to the General Partner. Such Series C Preferred Partner is purchasing the Series C Preferred Units and, upon their exchange, REIT Shares, solely for its own account for investment only and not for the account of any other person and not for distribution, assignment or resale to others, except distribution to the members, partners and other beneficial owners of such Series C Preferred Partner.

(h) Such Series C Preferred Partner understands that it may not be able to sell or dispose of the Series C Preferred Units as there is no public market for them. Such Series C Preferred Partner further understands that the terms of Article 11 of the Agreement restrict their sale or transfer.

3. Section 6.1(a)(iii) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Third, with respect to OP Units other than Mirror A Preferred Units, pro rata in proportion to the number of OP Units other than Mirror 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 A-1 Preferred Units, Series B-3 Preferred Units, Series A-3 Preferred Units, Series A-4 Preferred Units and Series C Preferred Units pursuant to this Section 6.1(a)(iii) for any calendar year shall not exceed the amount of Preferred Dividends, Series A-1 Priority Return, Series B-3 Priority Return, Series A-3 Priority Return, Series A-4 Priority Return and Series C 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 7.1(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(a) Distributions in respect of OP Units (other than Common OP Units) shall be made at the times, in the amounts and in the priority provided in this Agreement, including, without limitation, Sections 16.1, 17.3, 18.3, 19.2, 20.3, 21.3 and 22.3 of this Agreement."

5. Section 12.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(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, subject to Section 6.2: (i) first to the holders of the Preferred OP Units, Series A-1 Preferred Units and Series A-4 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 OP Units plus accrued and unpaid Preferred Dividends, Series A-1 Priority Return and Series A-4 Priority Return, as the case may be, thereon; (ii) second to the holders of the Series C 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 C Preferred Units plus accrued and unpaid Series C Priority Return thereon; (iii) third to the holders of the Series B-3 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-3 Preferred Units plus accrued and unpaid Series B-3 Priority Return thereon; (iv) fourth to the holders of the Series A-3 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 A-3 Preferred Units plus accrued and unpaid Series A-3 Priority Return thereon; and (v) fifth (if any) to the Common OP Units. Any resulting decrease in the Partners' Capital Accounts shall be allocated as set forth in Section 6.1(a)."

6. The definition of "Common Stock Fair Market Value" set forth in Article 1 (Defined Terms) of the Agreement is hereby deleted in its entirety and replaced with the following:

"'Common Stock Fair Market Value' shall mean, with respect to any Series A-1 Exchange Date, Series A-3 Exchange Date, Series A-4 Exchange Date or Series C Exchange Date, the average closing price of a REIT Share for the 10 consecutive trading days preceding such Series A-1 Exchange Date, Series A-3 Exchange Date, Series A-4 Exchange Date or Series C Exchange Date on the principal national securities exchange on which the REIT Shares are listed or admitted to trading or, if not listed or admitted to trading on any national securities exchange, the average of the reported bid and asked prices during such 10 trading day period in the over the counter market as furnished by the National Quotation Bureau, Inc., or, if such firm is not then engaged in the business of reporting such prices, as furnished by any member of the National Association of Securities Dealers, Inc. selected by the General Partner or, if the REIT Shares or securities are not publicly traded, the Common Stock Fair Market Value for such day shall be the fair market value thereof determined jointly by the General Partner and the holder(s) of Series A-1 Preferred Units, Series A-3 Preferred Units, Series A-4 Preferred Units or Series C Preferred Units that are exchanging such Series A-1 Preferred Units, Series A-3 Preferred Units, Series A-4 Preferred Units or Series C Preferred Units for REIT Shares or Common OP Units; provided, however, that if such parties are unable to reach agreement within a reasonable period of time, the Common Stock Fair Market Value shall be determined in good faith by an independent investment banking firm selected jointly by the General Partner and such holder(s) of Series A-1 Preferred Units, Series A-3 Preferred Units, Series A-4 Preferred Units or Series C Preferred Units or, if that selection cannot be made within five days, by an independent investment banking firm selected by the American Arbitration Association in accordance with its rules."

7. The following new definitions are inserted in Article 1 (Defined Terms) of the Agreement so as to preserve alphabetical order:

"Series C Exchange Date" shall mean the date specified in a Series C Exchange Notice on which the holder of Series C Preferred Units proposes to exchange Series C Preferred Units for shares of the General Partner's common stock; provided, however, that the proposed Series C Exchange Date (i) must be a Business Day, and (ii) may not be less than three Business Days, nor more than more than 15 Business Days, after the date such Series C Exchange Notice is delivered.

"Series C Exchange Notice" shall mean a written notice delivered by a holder of Series C Preferred Units to the General Partner of such holder's election to exchange Series C Preferred Units for shares of the General Partner's common stock. Each Series C Exchange Notice must specify the number of Series C Preferred Units to be exchanged and the proposed Series C Exchange Date.

"Series C Issuance Date" shall mean April 1, 2015.

"**Series C Preferred Partners"** shall mean the holders of Series C Preferred Units set forth on Exhibit A hereto, as it may be amended from time to time, and their respective successors and permitted assigns.

"**Series C Preferred Units"** shall have the meaning set forth therefor in Section 22.2 hereof.

"**Series C Priority Return"** shall have the meaning set forth therefor in Section 22.1 hereof.

8. The following new Article 22 of the Agreement is inserted in the Agreement after Article 21 thereof:

ARTICLE 22.
SERIES C PREFERRED UNITS

Section 22.1 Definitions. The term **"Series C 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 C Preferred Units with respect to distributions and rights upon voluntary or involuntary liquidation, winding-up or dissolution of the Partnership. The term "**Series C Priority Return**" shall mean an amount equal to the Applicable Rate multiplied by the stated issue price of $100 (the "**Issue Price**") per Series C Preferred Unit per annum. The term "**Applicable Rate**" shall mean: (a) 4.00% per annum (determined on the basis of a 365 day year) until the second anniversary of the Series C Issuance Date; (b) 4.50% per annum (determined on the basis of a 365 day year) from the second anniversary of the Series C Issuance Date until the fifth anniversary of the Series C Issuance Date; and (c) 5.00% per annum (determined on the basis of a 365 day year) from and after the fifth anniversary of the Series C Issuance Date.

Section 22.2 Designation and Number. A series of OP Units in the Partnership designated as the "Series C Preferred Units" is hereby established. The number of Series C Preferred Units shall be 340,206.

Section 22.3 Distributions.

A. Payment of Distributions. Subject to the preferential rights of holders of any class or series of OP Units of the Partnership ranking senior to the Series C Preferred Units, the holders of Series C Preferred Units will be entitled to receive, when, as and if declared by the Partnership acting through the General Partner, out of the Partnership's available cash, cumulative preferential cash distributions in an amount equal to the Series C Priority Return. All distributions shall be cumulative, shall accrue from the date of issuance and will be payable 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 (each a "**Series C Preferred Unit Distribution Payment Date**"). Any distribution payable on the Series C Preferred Units for a period that is shorter or longer than 90 days will be computed on the basis of a 360-day year consisting of twelve 30-day months. If any Series C Preferred Unit Distribution Payment Date is not a Business Day, 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). The distributions payable on any Series C Preferred Unit Distribution Payment Date shall include distributions accrued to but not including such Series C Preferred Unit Distribution Payment Date.

B. Distributions Cumulative. Notwithstanding the foregoing, distributions on the Series C Preferred Units will accrue and be cumulative from the Series C Issuance Date, whether or not the terms and provisions set forth in the last sentence of this Section 22.3 B 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 distributions and whether or not such distributions are authorized. No interest, or sum in lieu of interest, will be payable in respect of any distribution payment or payments on Series C Preferred Units which may be in arrears, and the holders of the Series C Preferred Units will not be entitled to any distributions, whether payable in cash, securities or other property, in excess of full cumulative distributions described above. Any distribution payment made on the Series C Preferred Units will first be credited against the earliest accrued but unpaid distribution due with respect to the Series C Preferred Units. No distributions on the Series C Preferred Units shall be authorized, declared, paid or set apart for payment by the Partnership at such time as the terms and provisions of any agreement of the Partnership, including any agreement relating to its indebtedness, directly or indirectly prohibit authorization, declaration, payment or setting apart for payment or provide that such authorization, declaration, payment or setting apart

for payment would constitute a breach thereof or a default thereunder, or if such declaration, payment or setting apart for payment shall be restricted or prohibited by law.

C. Priority as to Distributions.

(i) Except as provided in Section 22.3 C (ii) below, unless full cumulative distributions for all past Series C Preferred Unit Distribution Periods on the Series C Preferred Units have been or contemporaneously are authorized and paid or authorized and a sum sufficient for the payment thereof is set apart for such payment, no distributions (other than in Common OP Units or any other class or series of OP Units ranking junior to the Series C Preferred Units as to distributions and as to the distribution of assets upon liquidation, dissolution and winding up of the Partnership) shall be authorized or paid or set aside for payment nor shall any other distribution be authorized or made on Common OP Units or any other classes or series of OP Units ranking junior to or on parity with the Series C Preferred Units as to distributions or as to the distribution of assets upon liquidation, dissolution or winding up of the Partnership nor shall any Common OP Units or any other classes or series of OP Units ranking junior to or on parity with the Series C Preferred Units as to distributions or as to the distribution of assets upon liquidation, dissolution or winding up of the Partnership be redeemed, purchased or otherwise acquired for any consideration (or any amounts be paid to or made available for a sinking fund for the redemption of any such units) by the Partnership except: (1) by conversion into or exchange for Common OP Units or any other classes or series of OP Units ranking junior to the Series C Preferred Units as to distributions and as to the distribution of assets upon liquidation, dissolution and winding up of the Partnership, (2) by redemption, purchase or other acquisition of Common OP Units made for purposes of an incentive, benefit or share purchase plan for the General Partner, the Partnership or any of their respective subsidiaries, (3) for redemptions, purchases or other acquisitions of OP Units by the Partnership in connection with the General Partner’s purchase of its securities for the purpose of preserving the General Partner’s qualification as a REIT for federal income tax purposes, or (4) for any distributions by the Partnership corresponding to distributions by the General Partner required for it to maintain its status as a REIT for federal income tax purposes. With respect to the Series C Preferred Units, all references in this Article 22 to “past Series C Preferred Unit Distribution Periods” shall mean, as of any date, Series C Preferred Unit Distribution Periods ending on or prior to such date, and with respect to any other class or series of OP Units ranking on a parity as to distributions with the Series C Preferred Units, all references in this Article 22 to “past distribution periods” (and all similar references) shall mean, as of any date, distribution periods with respect to such other class or series of OP Units ending on or prior to such date.

(ii) When full cumulative distributions for all past Series C Preferred Unit Distribution Periods are not paid in full (or a sum sufficient for such full payment is not set apart) upon the Series C Preferred Units and when full cumulative distributions for all past distribution periods are not paid in full (or a sum sufficient for such full payment is not set apart) upon the units of any other Series C Parity Preferred Units ranking on a parity as to distributions with the Series C Preferred Units, then all distributions authorized on the Series C Preferred Units and any other outstanding classes or series of Series C Parity Preferred Units ranking on a parity as to distributions with the Series C Preferred Units shall be declared pro rata so that the amount of distributions authorized per unit on the Series C Preferred Units and such other classes or series of Series C Parity Preferred Units ranking on a parity as to distributions with the Series C Preferred Units shall in all cases bear to each other the same ratio that accumulated and unpaid distributions per unit on the Series C Preferred Units and such other classes or series of Series C Parity Preferred Units ranking on a parity as to distributions with the Series C Preferred Units (which, in the case of any such other classes or series of Series C Parity Preferred Units ranking on a parity as to distributions with the Series C Preferred Units, shall not include any accumulation in respect of unpaid distributions for past distribution periods if such other Series C Parity Preferred Units ranking on a parity as to distributions with the Series C Preferred Units does not have a cumulative distribution) bear to each other.

Section 22.4 Liquidation Proceeds.

A. Distributions. Upon any voluntary or involuntary liquidation, dissolution or winding-up of the Partnership, before any payment or distribution of the assets of the Partnership (whether capital or surplus) shall be made to or set apart for the holders of Common OP Units or any other classes or series of OP Units ranking junior to the Series C Preferred Units as to distributions or as to the distribution of assets upon liquidation, dissolution or winding up of the Partnership, the holders of Series C Preferred Units shall be entitled to receive the amount of the Issue Price of the Series C Preferred Units plus accrued and unpaid Series C Priority Return thereon (whether or not authorized or declared) to the date of payment in accordance with Article 12. If, upon any liquidation, dissolution or winding up of the Partnership, the assets of the Partnership, or proceeds thereof, distributable among the holders of Series C Preferred Units shall be insufficient to pay the full preferential amount set forth in Article 12 and liquidating payments on any Series C Parity Preferred Units, as to the distribution of assets on any liquidation, dissolution or winding up of the Partnership, then such assets, or the proceeds thereof, shall be distributed among the holders of Series C Preferred Units and any such other Series C Parity Preferred Units ratably in accordance with the respective amounts that would be payable on such Series C Preferred Units and any such Series C Parity Preferred Units if all amounts payable thereon were paid in full.

B. 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 C Preferred Units at the respective addresses of such holders as the same shall appear on the transfer records of the Partnership.

C. No Further Rights. After payment of the full amount of the liquidating distributions to which it is entitled, the holders of Series C Preferred Units will have no right or claim to any of the remaining assets of the Partnership.

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

Section 22.5 Ranking

The Series C Preferred Units rank, with respect to rights to the payment of distributions and the distribution of assets in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Partnership, (i) senior to all Common OP Units, Series A-3 Preferred Units, Series B-3 Preferred Units and all other OP Units other than OP Units referred to in clauses (ii) and (iii) of this sentence; (ii) on a parity with all Series C Parity Preferred Units and (iii) junior to all Mirror A Preferred Units, Preferred OP Units, Series A-1 Preferred Units, Series A-4 Preferred Units and all other OP Units (now existing or hereafter arising) the terms of which specifically provide that such OP Units rank senior to the Series C Preferred Units with respect to rights to the payment of distributions and the distribution of assets in the event of any liquidation, dissolution and winding up of the Partnership.

Section 22.6 Voting Rights. Holders of the Series C 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 22.7 Transfer Restrictions. The Series C Preferred Units shall be subject to the provisions of Article 11 of the Agreement; provided that the General Partner hereby consents to the Transfer of Series C Preferred Units to any partner, member or other beneficial owner of any holder of Series C Preferred Units, subject to compliance with Section 11.3 of the Agreement.

Section 22.8 Exchange Rights.

(a) Series C Preferred Units. Each holder of Series C Preferred Units shall be entitled to exchange Series C Preferred Units for REIT Shares, at such holder's option, on the following terms and subject to the following conditions:

(i) At any time after the Series C Issuance Date, each holder of Series C Preferred Units at its option may exchange each of its Series C Preferred Units for one and 11/100 (1.11) REIT Shares; provided, however, that no Series C Preferred Units may be exchanged on any proposed Series C Exchange Date pursuant to this Section 22.8 unless at least 20,000 Series C Preferred Units, in the aggregate, are exchanged by one or more holders thereof on such Series C Exchange Date pursuant to Series C Exchange Notices. Each holder of Series C Preferred Units that has delivered a Series C Exchange Notice to the General Partner may rescind such Series C Exchange Notice by delivering written notice of such rescission to the General Partner prior to the Series C Exchange Date specified in the applicable Series C Exchange Notice.

(ii) The exchange rate is subject to adjustment upon subdivisions, stock splits, stock dividends, combinations and reclassification of REIT Shares. The adjustment to the exchange rate will be determined by the General Partner such that each Series C Preferred Unit will thereafter be exchangeable into the kind and amount of shares of common or other capital stock which would have been received if the exchange had occurred immediately prior to the record date for such subdivision, stock split, stock dividend, combination or reclassification of the REIT Shares.

(iii) 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 REIT Shares 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 C 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 REIT Shares or fraction thereof into which one Series C Preferred Unit was convertible or exchangeable immediately prior to such transaction.

(iv) Limitations on Exchange. Notwithstanding anything to the contrary in this Section 22.8(a):

(A) Upon tender of any Series C Preferred Units to the General Partner for REIT Shares pursuant to this Section, instead of issuing the requisite number of REIT Shares to the exchanging holder of Series C Preferred Units, the Partnership may elect to make a cash payment to the exchanging holder of Series C Preferred Units in an amount equal to the product of (i) the Common Stock Fair Market Value determined as of the Series

C Exchange Date and (ii) the number of REIT Shares that would have been otherwise issued to the exchanging holder of Series C Preferred Units, 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;

(B) A holder of Series C Preferred Units will not have the right to exchange Series C Preferred Units for REIT Shares 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 REIT under the 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; and

(C) The General Partner shall not be required to issue fractions of REIT Shares upon exchange of Series C Preferred Units. If any fraction of a REIT Share would be issuable upon exchange of Series C Preferred Units, the General Partner shall, in lieu of delivering such fraction of a REIT Share, make a cash payment to the exchanging holder of Series C Preferred Units in an amount equal to the same fraction of the Common Stock Fair Market Value determined as of the Series C Exchange Date.

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(v) Reservation of REIT Shares. The General Partner shall at all times reserve and keep available a sufficient number of authorized but unissued REIT Shares to permit the exchange of all of the outstanding Series C Preferred Units pursuant to this Section 22.8.

(b) Procedure for Exchange.

(i) Any exchange described in Section 22.8(a) above shall be exercised pursuant to a delivery of a Series C Exchange Notice to the General Partner by the holder who is exercising such exchange right, by (A) fax and (B) by certified mail postage prepaid. The Series C Exchange Notice and certificates, if any, representing such Series C Preferred Unit to be exchanged shall be delivered to the office of the General Partner maintained for such purpose. Currently, such office is:

Sun Communities, Inc.
27777 Franklin Road, Suite 200
Southfield, Michigan 48034

(ii) Any exchange hereunder shall be effective as of the close of business on the Series C Exchange Date. The holders of the exchanged Series C Preferred Units shall be deemed to have surrendered the same to the General Partner, and the General Partner shall be deemed to have issued the corresponding number of REIT Shares at the close of business on the Series C Exchange Date.

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

Section 22.9 Restrictions Included in Contribution Agreements. Each Series C Preferred Partner acknowledges and agrees that, notwithstanding anything to the contrary in this Amendment or the Agreement: (a) the transfer or exchange of a portion of the Series C Preferred Units are restricted by the

provisions of the Contribution Agreements and the documents executed and delivered by Contributors thereunder, and (b) such Series C Preferred Partner shall not transfer or exchange any Series C Preferred Units in violation of any such restrictive provisions.

Section 22.10 **No Redemption Rights**. The Partnership shall not have the right to redeem the Series C Preferred Units and the Series C Preferred Partners shall not have the right to cause the Partnership to purchase the Series C Preferred Units.

Section 22.11 **No Sinking Fund**. No sinking fund shall be established for the retirement or redemption of Series C Cumulative Preferred Units.

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

10. Full Force and Effect. Except as amended by the provisions hereof, the Agreement 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.

11. 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.

12. 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.

[The remainder of this page intentionally left blank]

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/ Jonathan M. Colman
Name: Jonathan M. Colman
Title: Executive Vice President

[Signatures Continue on Following Page]

In witness whereof, the undersigned have executed this Amendment as of the day and year first above written.

SERIES C PREFERRED PARTNERS:

Deerwood I Sponsor, LLC, a
Delaware limited liability company

By: Deerwood I Park Sponsor Owner,
LLLP, a Florida limited liability limited
partnership, its sole managing member

By: J.B.E, Inc., a Florida corporation, its general partner

By: /s/ Gerard Berger
Name: Gerard Berger
Title: President

Deerwood II Sponsor, LLC, a
Delaware limited liability company

By: Deerwood II Park Sponsor Owner,
LLLP, a Florida limited liability limited
partnership, its sole managing member

By: J.B.E, Inc., a Florida
corporation, its general partner

By: /s/ Gerard Berger
Name: Gerard Berger
Title: President

Hamptons Sponsor, LLC, a
Delaware limited liability company

By: Hamptons Park Sponsor Owner, LLLP,
a Florida limited liability limited partnership, its sole managing member

By: J.B.E, Inc., a Florida corporation, its general partner

By: /s/ Gerard Berger
Name: Gerard Berger
Title: President

In witness whereof, the undersigned have executed this Amendment as of the day and year first above written.

Palm Key Village Sponsor, LLC, a
Delaware limited liability company

By: Palm Key Park Sponsor Owner, LLLP,
a Florida limited liability limited partnership, its sole managing member

By: 109 Management
Associates, LLP, a Florida
limited liability partnership,
its sole general partner

By: Berger Management
LLP, a Florida limited
liability partnership, its
managing partner

By: /s/ Gerard Berger
Name: Gerard Berger
Title: Managing Partner

Windmill Village Sponsor, LLC, a
Delaware limited liability company

By: Windmill Park Sponsor
Owner, LLLP, a Florida limited
liability limited partnership, its sole
managing member

By: W.R. Management
Associates, LLP, a Florida
limited liability partnership,
its sole general partner

By: Berger Management
LLP, a Florida limited
liability partnership, its
managing partner

By: /s/ Gerard Berger
Name: Gerard Berger
Title: Managing Partner

In witness whereof, the undersigned have executed this Amendment as of the day and year first above written.

Southport Springs Sponsor, LLC, a Delaware limited liability company

By: Southport Springs Park Sponsor Owner, LLLP, a Florida limited liability limited partnership, its sole managing member

By: Southport Management Associates, LLP, a Florida limited liability partnership, its sole general partner

By: Berger Management LLP, a Florida limited liability partnership, its managing partner

By: /s/ Gerard Berger
Name: Gerard Berger
Title: Managing Partner

MH Financing Associates, LLLP, a Florida limited liability limited partnership

By: MHF Management Associates, LLLP, a Florida limited liability limited partnership, as its general partner

By: Berger Management, LLP, a Florida limited liability partnership, as its general partner

By: /s/ Gerard Berger
Name: Gerard Berger
Title: Managing Partner

In witness whereof, the undersigned have executed this Amendment as of the day and year first above written.

Southport Golf Associates, LLLP, a Florida limited liability limited partnership

By: Southport Management Associates, LLP, a Florida limited liability partnership, as its sole general partner

By: Berger Management LLP, a Florida limited liability partnership, as its managing partner

By: /s/ Gerard Berger

Gerard Berger, as its managing partner

Hamptons Golf Associates, a Florida general partnership

By: J.B.E., INC., a Florida corporation, as general partner

By: /s/ Gerard Berger
Gerard Berger, as its president

J.B.E., Inc., a Florida corporation

By: /s/ Gerard Berger
Gerard Berger, as president

SI Enterprises, Inc., a Florida corporation

By: /s/ Paul Simon
Paul Simon, as president

/s/ Gerard Berger
Gerard Berger, as attorney in fact on behalf of each of the parties identified on **Exhibit B** attached hereto

FOR FURTHER INFORMATION AT THE COMPANY:
Karen J. Dearing
Chief Financial Officer
(248) 208-2500

Sun Communities, Inc. Announces Acquisition of 6 Properties in Orlando, Florida Area

Southfield, MI, April 2, 2015 - Sun Communities, Inc. (NYSE: SUI) (the “Company”), announced that yesterday it closed the previously-announced acquisition of six manufactured housing communities, including associated manufactured homes and certain intangibles. Although the sellers operated these communities as seven separate manufactured housing communities, the Company intends to operate them as six communities. The communities are comprised of approximately 3,130 manufactured housing sites (approximately 60% of which are in age-restricted communities) and are 96% occupied. In addition to the developed sites, there are approximately 380 potential expansion sites in the communities.

Total consideration for the acquisition was $256.2 million, including the assumption of $157.3 million of debt. The balance of the consideration was paid in a combination of $42.2 million in cash, $22.7 million in common OP Units of Sun Communities Operating Limited Partnership, the Company’s operating subsidiary (“SCOLP”) (at an issuance price of $61 per unit) and $34.0 million in newly-created Series C preferred OP units in SCOLP (at an issuance price of $100 per unit). Distributions will be paid on the Series C preferred OP units at a rate equal to 4.0% per year from the closing until the second anniversary of the date of issuance, 4.5% per year during the following three years, and 5.0% per year thereafter. At the holder’s option, each Series C preferred OP unit will be exchangeable into 1.111 shares of the Company’s common stock and holders of Series C preferred OP units will not have any voting or consent rights.

Sun Communities, Inc. is a REIT that currently owns and operates a portfolio of 249 communities comprising approximately 92,500 developed sites.

For more information about Sun Communities, Inc. visit our website at www.suncommunities.com

Forward Looking Statements

This press release contains various "forward-looking statements" within the meaning of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the Company intends that such forward-looking statements will be subject to the safe harbors created thereby. Forward-looking statements can be identified by words such as "will," "may," "could," "expect," "anticipate," "believes," "intends," "should," "plans," "estimates," "approximate", "guidance" and similar expressions in this press release that predict or indicate future events and trends and that do not report historical matters.

These forward-looking statements reflect the Company's current views with respect to future events and financial performance, but involve known and unknown risks, uncertainties, and other factors, some of which are beyond the Company's control. These risks, uncertainties, and other factors may cause the actual results of the Company to be materially different from any future results expressed or implied by such forward-looking statements. Such risks and uncertainties include national, regional and local economic climates; the ability to maintain rental rates and occupancy levels; competitive market forces; changes in market rates of interest; the ability of manufactured home buyers to obtain financing; the level of repossessions by manufactured home lenders; difficulties in the Company's ability to complete and integrate acquisitions (including the acquisitions described above), developments and expansions successfully; and those risks and uncertainties referenced under the headings entitled "Risk Factors" contained in the Company's annual report on Form 10-K, and the Company's other periodic filings with the Securities and Exchange Commission.

The forward-looking statements contained in this press release speak only as of the date hereof and the Company expressly disclaims any obligation to provide public updates, revisions or amendments to any forward- looking statements made herein to reflect changes in the Company's assumptions, expectations of future events, or trends.