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Robert T. Keely, Director, Recorder of Deeds

BY-LAWS

FOR THE PARK RESERVE CONDOMINIUMS

May 24, 2015

Grantor: The Park Reserve LLC

**Grantee: The Park Reserve Condominiums Home Owners Association
Baltimore Avenue Kansas City MO 64108**

**THE PARK RESERVE CONDOMINIUM,
A CONDOMINIUM**

The Legal Description

All that part of Lots 19 through 31 Block 4 , Mount Auburn, a subdivision in Kansas City, Jackson County, Missouri, and part of the West half of vacated Baltimore Avenue as established by Vacation Ordinance No. 960168 , passed April 26, 1996, lying in Section 17, Township 49 North, Range 33 West, described as follows :

Beginning at the Northwest corner of said Lot 31; thence South 87 degrees 27 minutes 07 seconds East along the North line of said Lot 31, a distance of 129.60 feet ; thence South 02 degrees 28 minutes 16 seconds West a distance 25.00 feet ; thence South 87 degrees 27 minutes 07 seconds East a distance of 156.33 feet to a point on the centerline of said vacated Baltimore Avenue; thence South 02 degrees 30 minutes 14 seconds West along the centerline of said vacated Baltimore Avenue a distance of 137.41 feet; thence North 87 degrees 25 minutes 11 seconds West a distance of 161.77 feet ; thence South 02 degrees 30 minutes 14 seconds West a distance of 10.00 feet; thence North 87 degrees 25 minutes 11 seconds West a distance of 26.25 feet; thence South 02 degrees 30 minutes 14 seconds West a distance of 2.00 feet to a point on the South line of said Lot 25; thence North 87 degrees 25 minutes 11 seconds West along the South line of said Lot 25, a distance of 97.92 feet to a point on the Easterly right of way line of Wyandotte Street; thence North 02 degrees 30 minutes 14 seconds East along the Easterly right of way line of Wyandotte street a distance of 174.25 feet to the Point of beginning. Containing 43,945 square feet or 1.00 acres more or less.

These Rules and Regulations supersede any and all other rules and regulations written for any portion of the Park Reserve Condominium. They shall become the governing document until changed by a Board of Directors in accordance with the Park Reserve Declaration. These rules & Regulations pertain to all Park Reserve, Buildings, Garages, Pools, Lawns, any Structure or Real Estate belonging to Park Reserve Condominiums

EXHIBIT "E"

BYLAWS

Bylaws of Park Reserve Condominium Homeowners Association, a Missouri not-for-profit corporation

Identity

These are the Bylaws of Park Reserve Condominium Homeowners Association,

For the purpose of these Bylaws, all capitalized terms shall have the same meaning as defined in the Declaration of Condominium of Park Reserve, Condominium ("Declaration") or in Chapter 448 of the Missouri Revised Statutes ("Uniform Condominium Act")

Qualifications and Responsibilities of Members

The qualifications and responsibilities of Members and the manner of their admission into the Association shall be as follows:

Section 1.01 Members: Each Owner of a Unit, by virtue of such ownership, shall be a Member of this Association, and shall remain a Member until such time as such ownership ceases for any reason.

Section 1.02 Owner Including More Than One Person: Combined Units: Each Owner shall be deemed to have one (1) membership unit in the Association for each Unit owned regardless of the fact that a given Owner may include more than one (1) Person. In the event multiple Units are combined, as provided in the Declaration, the Owner of such combined Units shall have the number of membership units allocable to the number of Units combined.

Section 1.03 Registration: It shall be the duty of each Owner to register his name and identifying number with the Secretary of the Association. If an Owner does not so register, the Association shall have no duty or obligation to recognize his membership in the Association.

Section 1.04 Prohibition of Assignment, ect., of Membership in Association: The membership unit of an Owner in the Association cannot be assigned, pledged, encumbered, alienated or transferred in any manner except as an appurtenance to his Unit, as provided in the Declaration. Any attempt to make a prohibited transfer shall be void and of no effect.

Members Meeting and Voting

Section 1.05 Place of Meeting: Each meeting of the Association shall be held within Kansas City, Missouri at a location convenient to the Members, as may be designated from time to time by the Board.

Section 1.06 Annual Meetings: The Members shall meet at least once a year. The annual meeting of the Members shall be held on the first Thursday in November in each year, commencing in 2016 at such time and place as is specified by the President or Secretary in the notice of such meeting. Except as otherwise provided in Article IV hereof, at each annual meeting the Members shall elect a Board to serve until the next annual meeting any may transact any other business authorized to be transacted by the Members.

Section 1.07 Special Meetings: Special meetings of the Members may be called at any time by the President or by the Board, and must be called by the President upon receipt of a written request for a special meeting signed by at least twenty percent (20%) of either the Board or the Members. No business shall be transacted at a special meeting except as stated in the notice thereof.

Section 1.08 Notices: Notice of all meetings of the Members, stating the time and place, and accompanied by and agenda thereof (including the general nature of any proposed amendment to the Declaration or Bylaws, and budget changes, and any proposal to remove a director or officer) shall be given by the President or Secretary to each Member except those who have waived such notice. Notices of special meetings shall also state the purpose thereof. Such notice shall be in writing, shall be sent by United States mail to the addresses of each Unit or to such other addresses as any Member may have designated to the President or Secretary, and shall be mailed not less than ten (10) nor more than sixty (60) days in advance of any meeting; provided, however, that such notice may be delivered personally to any Member if not prohibited by the statutes of the State of Missouri. Proof of such mailing or delivery shall be given by the affidavit of the person mailing or delivering the notice. Notice of the meeting may be waived in writing by any Member before or after such meeting.

Section 1.09 Attendance of Mortgagee at Meeting: Any mortgagee of a Unit may attend and participate in any general or special meeting, but shall have no vote unless granted by a proxy.

Section 1.10 Quorum: A quorum at a meeting of the Members shall mean the presence at such meeting of Owners or proxies of Owners entitled to cast twenty percent (20%) of the outstanding votes in the Association. All Members present at a meeting at the time a matter is voted upon, and all Members voting upon, and all Members voting by proxy, shall be deemed present for purposes of all quorum requirements set forth in these Bylaws and in the Declaration.

Section 1.11 Voting Power; Association Not to Vote: The voting power of Members shall be based upon the Units owned and the vote allocated to such Units by the Declaration. When the Owner of a Unit consists of more than one Person, the vote for that Unit shall be cast as the Owners shall determine, but in no event shall more than the vote allocated by the

Declaration to the Unit be voted. The vote allocated to a Unit shall no be split but shall be voted as a single unit.

Section 1.12 Manner of Casting Votes: A vote may be cast in person or in proxy. A proxy must (i) be in writing, (ii) be signed by all Persons making up the Owner of the Unit, (iii) be only to another Member or a security holder in that Unit, and (iv) be filed with the Secretary before the meeting. A proxy shall be valid until revoked in writing by all Persons making up the Owner of such Unit, but in any event shall terminate one (1) year after its date.

Section 1.13 Action by Members Without Meeting: Any action required by law to be taken at a meeting of the Members, or any action that may be taken at a meeting of the Members, may be taken without a meeting if authorization in writing, setting forth the action taken is signed by two-thirds (2/3) of the Members or as may otherwise be required by Missouri law.

Section 1.14 Adjournment When Quorum Lacking: If a meeting cannot be organized because a quorum has not attended, the meeting shall be adjourned from time to time until a quorum is present.

Section 1.15 Manner of Acting: When a quorum is present at a meeting, any question brought before the meeting shall be decided by a majority of the Members present in person or by proxy, unless express provisions of applicable law, the Declaration, or these Bylaws require a greater vote.

Section 1.16 Statement of Members and Votes: At the beginning of each meeting, the Secretary, or other person designated by the presiding officer, shall certify a statement listing all Members present in person or by proxy at such meeting, the votes of each, and the total percentage of votes represented at the meeting.

Section 1.17 Prohibition of Cumulative Voting: There shall be no cumulative voting.

Section 1.18 Order of Business at Annual and Other Meetings: The order of business at the annual meetings of the Members, and, so for as is applicable and practical, at all other meetings of the Members shall be:

Certification of Members and votes present.

Calling of the roll.

Proof of notice of meeting or waiver of notice.
Approval of minutes from previous meetings.

Reports of officers.

Report of committees.

Election of Directors for the second and subsequent Boards.

Unfinished business.

New business.

Adjournment.

The presiding officer may vary such order as the presiding officer deems necessary.

Directors

Section 1.19 Number of Qualified Directors: The Board shall consist of three (5) persons, subject at any time to the right of amendment to the Bylaws as set forth in Article XI herein. Each Board member ("Director"), except those whom the Declarant is entitled to elect or appoint during the Declarant Control Period, shall be an Owner.

Section 1.20 First Board: All Directors of the first Board shall be appointed by the Declarant, and successors thereto shall be appointed by Declarant. Said first Board and officers elected thereby shall serve until their successors have been duly elected and have qualified.

Section 1.21 Election of Directors:

During Declarant Control Period. The "Declarant Control Period" is a total of 286 Units and shall have the same meaning as ascribed in the Declaration. At the first annual meeting of the Members, and at each subsequent annual meeting during the Declarant Control Period, the Directors shall be appointed by Declarant, or persons designated by Declarant; provided, however, that no later than sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Owners other than Declarant, a regular or special meeting shall be held at which all of the Directors shall be elected by the Members. Each such Member elected shall serve until the expiration of the Declarant Control Period.

After Declarant Control Period. Upon termination of the Declarant Control Period, the three (3) Directors shall be elected to serve, one for one (1) year, one for two (2) years and one for three (3) years, thereafter all terms shall be for three (3) years with not less than one Director nor more than one-third (1/3) of the Directors to be elected at each annual meeting.

Votes Required. Except for those directors appointed or elected by Declarant, Directors shall be elected by a majority vote of the Members. At each meeting at which there is to be an election of Directors, the Members shall first adopt a resolution establishing the number of Directors to be elected at such meeting. In order to provide continuity on the Board not more than one-third (1/3) of the Board shall be replaced at any annual election except for cause.

Section 1.22 Removal: Any member of the Board may be removed, with or without cause, by a vote of two-thirds (2/3) of all Members present and entitled to vote, at any meeting of the Members at which a quorum is present, and a successor may then and there be elected by the Members to serve for the balance of the predecessor's term, and until his successor has been duly

elected and has qualified, provided, however, that any Director on the first Board, and any Director on any subsequent Board, whom Declarant appointed or elected may be removed and replaced at any time, and from time to time, only by act of Declarant, and with or without cause.

Section 1.23 Vacancies: Any vacancy in the Board arising out of the removal, death, or resignation of a Director appointed or elected by Declarant shall be filled only by appointment made by Declarant. Any other vacancy in the Board shall be filled by act of the remaining Directors, whether or not they constitute a quorum, and a Director so elected shall serve for the unexpired term of this predecessor in office, and until his successor has been duly elected and has qualified.

Section 1.24 Organizing Meeting of Newly Elected Board: The organizational meeting of a newly elected Board shall be held within ten (10) days of its election, at such time and place as shall be fixed by such Directors at the meeting at which they were elected, and no further notice of such organization meeting shall be necessary, providing quorum shall be present.

Section 1.25 Regular Meetings: Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail or telephone, at least three (3) days prior to the day designated for such meeting, unless such notice is waived. All Board meetings shall be open to the Members. At least one regular Board meeting shall be held annually.

Section 1.26 Special Meetings: Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of two (2) Directors. Not less than three (3) days' notice of such special meeting shall be given personally or by mail or telephone, provided, however, in case the President or any Director determines that an emergency exists, a special meeting may be called by giving such notice as is possible under the circumstances. All notices of a special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice thereof.

Section 1.27 Waiver of Notice: Any director may waive, in writing, notice of a meeting, either regular or special, before or after such meeting, and such waiver shall be deemed equivalent to the giving of notice.

Section 1.28 Quorum: A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 1.29 Adjournment When Quorum Lacking: If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice. If a Director signs the minutes of a meeting, such signing shall constitute the presence of such Director at that meeting for the purpose of determining a quorum.

Section 1.30 Manner of Acting: Each Director shall be entitled to one (1) vote, and the act of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board unless the act of a greater number is required by these Bylaws, the Declaration or express provisions of applicable law.

Section 1.31 Board Action Without Meeting: Any action required by law to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all Directors.

Section 1.32 Presiding Officer: The presiding officer at meetings of the Board shall be the President. In his absence, the Directors present shall designate one of their numbers to preside.

Section 1.33 Compensation of Directors Restricted: Unless approved by the vote or written consent of a majority of the Members (excluding Declarant), Directors shall receive no compensation for their services, but may be paid for out-of-pocket expenses incurred in the performance of their duties as Directors.

Officers

Section 1.34 Designation of Officers: The officers of this Association shall be a President, a Secretary and a Treasurer. Each officer, except those who hold office pursuant to this Section beyond their term as Director, shall be a member of the Board. A person may hold one or more of such offices at one time, except that the President shall not at the same time hold another office in the Association.

Section 1.35 Election of Officers: Each officer of the Association shall be elected at the organizational meeting of the Board, except that the First Board of Directors shall elect its officers as soon as practicable after filing of the Declaration.

Section 1.36 Term: Each Officer shall serve until the next meeting at which Directors are elected after the organization meeting at which he is elected, and until his successor has been duly elected and has qualified, except that the officers elected by the first Board shall serve until their respective successors have been elected and qualified.

Section 1.37 Removal: Any officer may be removed, with or without cause, and without notice, by a majority vote of the Directors at any meeting of the Board.

Section 1.38 Vacancy: Any vacancy in any office shall be filled by the Board, and an officer elected to fill a vacancy shall serve the unexpired term of his predecessor in office, and until his successor has been duly elected and has qualified.

Section 1.39 Powers and Duties of Officers:

President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of the President of a

corporation, including, but not limited to, the duty to preside at all meetings of the Board and of the Members at which he is present, and the general supervision over other officers in the management of the business and affairs of the Association. He shall see that all actions and resolutions of the Board are carried into effect.

Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and Members. He shall attend to the giving and serving of all notices to the Members and Directors and all other notices required by law. He shall keep the record of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of a secretary of a corporation, and as may be required by the Directors or the President.

Treasurer. The Treasurer shall have custody of all intangible property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and principles, and shall submit them, together with all his vouchers, receipts, records, and other papers to the Directors for their examination and approval, as often as they may require. He shall deposit all moneys and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated from time to time by the Board, shall disburse the funds of the Association as ordered by the Board, and shall perform all other duties incident to the office of a Treasurer of a corporation. If a managing agent or manager by employed, the Board may designate some or all of the foregoing functions to be entrusted to him or it, subject to overseeing control by the Treasurer.

Section 1.40 Execution of Agreements, etc.: All agreements, contracts, deeds, mortgages, or other instruments shall be executed by any one (1) officer, or by such other person or persons as may be designated from time to time by the Board.

Section 1.41 Compensation of Officers Restricted: No officer of the corporation shall receive compensation for his services in such capacity, but may be reimbursed for out-of-pocket expenses incurred in performing his duties.

Section 1.42 Additional Officers: The Board may from time to time elect such other officers and designate their powers and duties at their discretion when they find it to be required or desirable to manage the affairs of the Association. Such additional officers need not be Directors, but must be Members of the Association.

Section 1.43 Manager. The Board may enter into a contract with an individual or with a property management company as Manager of the Condominium or Common Elements, and shall be authorized to delegate such rights, powers, authority, functions and duties as may be specified in such contract, which powers may include any power that, in the discretion of the Board, is required for the proper management and day-to-day operation of the Condominium or Common Elements. Any such contract must not require the payment of any penalty or advance notice of more than ninety (90) days. Further, the Board reserves the right to self-manage, until such time as the individual or Professional management company has been selected.

Directors and Officers Indemnity

The Association shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by Section 448.3-102(13) of the Uniform Condominium Act, as now enacted or hereafter amended.

Fiscal Management

Section 1.44 Depository: the depository of the moneys of the Association shall be such bank or banks as from time to time shall be designated by the Board. Withdrawal of moneys from such depository shall be only by checks signed by any one (1) officer of the Association, or any other persons as may from time to time be authorized by the Board.

Section 1.45 Records of Association: the project documents including copies of the Declaration, Articles of Incorporation, Bylaws, books, accounts and records of the Association shall be open to inspection and examination by any Member of the Association, insurers, guarantors of first mortgages and any mortgagee at all reasonable times, during normal business hours. The financial records of the Association shall be sufficiently detailed to enable the Association to comply with Section 448.4-109 of the Uniform Condominium Act. The project is referenced in the original legal descriptions found in the original sales certificate.

Section 1.46 Fidelity Bonds: Fidelity bonds shall be required by the Board for each Director, officer, employee, or agent of the Association, and from any manager, trustee, contractor or other person handling or responsible for handling Association funds. The amount of such bond shall be determined by the Board, but shall be not less than one hundred ten percent (110%) of the total of the estimated annual operating expenses and reserves of the Association. Such bonds shall contain an appropriate endorsement to cover persons who serve without compensation. The premiums on such bonds shall be a common expense.

Section 1.47 Check Requests: Check Requests shall be approved by the Board unless such authority to approve the same has been delegated to any officer or manager by the Board.

Section 1.48 Fiscal Year: The fiscal year of the Association shall be the calendar year; provided that the Directors, from time to time by resolution, may change the fiscal year to some other designated period.

Section 1.49 Audited Financial Statements: Owners Association shall provide audited statements for the preceding fiscal year to the holder, insurer, or guarantor of any first mortgage upon submission of a written request for the information. The audited statements shall be available within one hundred and twenty (120) days of the Owners' Association fiscal year end.

Section 1.50 Written Notice to Third Parties: Timely written notices must be sent to the holder, insurer, or guarantor of the mortgage on any unit in the project regarding:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;

- (b) Any sixty (60) day delinquency in the payments of assessments or charges owed by the owner of any unit on which it holds the mortgage;
- (c) A lapse, cancellation, or material modification of any insurance policy maintained by the Owners' Association;
- (d) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders;

Mortgage holders, insurers, or guarantors shall be required to send a written request for the above information to the Owners' Association, stating both its name and address and the unit number or address of the unit on which it holds (or insures or guarantees) the mortgage.

Section 1.51 Working Capital Fund: A working capital fund shall be established to meet unforeseen expenditures or to purchase any additional equipment or services. The Developer shall initially establish this fund with a loan of Three Thousand Dollars (\$3,000.00).

A said amount for each unit's share of the working capital fund shall be collected at the time of the sale of unit is closed. Any amounts paid into this fund are not to be considered as advance payments of regular assessments.

When the control of the Owner's Association is transferred to the unit owners all balances remaining in the fund shall be transferred to the Owners' Association for deposit into a segregated fund.

Section 1.52 Amending Bylaws: An amendment to these Bylaws shall be made and approved as provided below, and once made, shall become effective when recorded in the same manner and place as an amendment to the Declaration:

Unless Declarant otherwise agrees in writing to permit and amendment of a material nature to these Bylaws, for so long as Declarant is the owner of units representing an aggregate of ten percent (10%) or more of the Units in which votes in the Association are allocated, these Bylaws may only be amended with the affirmative vote of at least sixty-seven percent (67%) of the Owners Units to which votes in the Association are allocated; and by eligible mortgage holders that represent at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages held by eligible holders.

A change to any of the provisions governing the following would be considered as material:

- Voting Rights
- Increases in assessments that raise the previously assessed amount by more than twenty five percent (25%), assessment liens, or the priority of assessment liens
- Responsibility for maintenance and repairs

- Reallocation of interests in the general or limited common elements, or rights to their use
- Redefinition of any unit boundaries
- Convertibility of units into common elements or vice versa
- Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project
- Hazard or fidelity insurance requirements
- Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit
- A decision by the Owners' Association to establish self-management if professional management had been required previously required
- Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents
- Any provision that expressly benefit mortgage holders, insurers, or guarantors

After Declarant ceases to own ten percent (10%) or more of the Units to which votes in the Association are allocated, these Bylaws may only be amended with the affirmative vote of a majority of the Owners of Units to which the votes in the Association are allocated.

General Provisions

Section 1.53 Rules and Regulations: The Board may promulgate from time to time such rules and regulations as it deems reasonable and necessary governing the administration, management, operation and use of the Common Elements so as to promote the common use and enjoyment thereof by Owners and occupants, and for the protection and preservation thereof.

Section 1.54 Amendments to Declaration: The President shall be authorized to prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

Section 1.55 Parliamentary Authority: Robert's Rules of Order, Newly Revised, shall govern the conduct of Association proceedings when not in conflict with the Declaration, these Bylaws, the Act or any statutes of the State of Missouri applicable thereto. The chairman of the meeting shall have the authority to appoint a parliamentarian if he deems it necessary.

Section 1.56 Compliance with the Act; Conflict; Severability: These Bylaws are established in compliance with the Act. Should any of the terms, conditions, provisions, paragraphs or clauses of these Bylaws conflict with any of the provisions of said Act, the

provisions of said Act shall control. In the case of any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall control.

If any such term, provision, limitation, paragraph or clause of these Bylaws or the application thereof to any person or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity or effect of the remainder of these Bylaws, or the application thereof to any other person or circumstance.

Section 1.57 Interpretation of Bylaws: Whenever appropriate the singular number may be read as the plural, and the plural may be read as the singular. The masculine gender may be read as the feminine gender or as the neuter gender. Compound words beginning with the prefix "here" shall be read as referring to this entire set of Bylaws and not merely to the part of it in which they appear.

Section 1.58 Termination of Legal status: The Legal Status of the project may be terminated if the project incurs substantial destruction or condemnation, as described in the Declaration, if agreed to by unit owners who represent at least eighty percent (80%) of the total allocated votes in the Owners' Association and by eligible mortgage holders that represent at least fifty one percent (51%) of the votes on the unit estates that are subject to mortgages held by eligible holders.

The legal status can also be terminated for reasons other than substantial destruction or condemnation of the property if agreed to by eligible mortgage holders that represent at least eight percent (80%) of the votes of the mortgaged units. An implied approval is assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal. Said notice to have been sent to the mortgage holder by certified or registered mail, with a "return receipt" requested.

The undersigned, the duly elected and acting President of the Association, hereby certifies that the foregoing Bylaws have been duly adopted by the Association, and are in full force and effect as of the date hereof.

Park Reserve, Condominiums Homeowners Association

By: AEPH

Print Name: Amanda Plotner

Notary: Maed Orlich Dated: 6-18-15

MAE I. ORLICH
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires May 17, 2017
Commission # 13494776