

***BYLAWS OF  
AMERICAN SPECKLE PARK ASSOCIATION, INC.***

**Article One  
*Offices***

The office of the registered agent of American Speckle Park Association, Inc., hereinafter referred to as the “Corporation”, shall be located in the Commonwealth of Virginia. The principal office shall be located as the Board of Directors may designate from time to time. The Corporation may have such other offices within the Commonwealth of Virginia as the Board of Directors may designate or as the business of the Corporation may require from time to time. The Articles of Incorporation, business records and books of accounts shall also be kept at the principal office of the Corporation. Such records shall be available to members on an as-needed basis during regular business hours and upon prior written notice.

**Article Two  
*Purpose***

**Section 1.** The Corporation shall be organized exclusively for charitable, religious, literary, educational, and scientific purposes and to the extent consistent therewith, for the conduct of any or all lawful affairs, not required to be stated specifically in these Bylaws, for which nonstock corporations may be incorporated under Chapter 10 of Title 13.1 of the Code of Virginia, as amended. The Corporation shall operate in such a manner as to comply with Section 501(c)(3) of the Internal Revenue Code of 1986 and regulations promulgated thereunder, as amended (the “Code”) (any references to provisions of the Code in these Bylaws include any successor provisions).

**Section 2.** Specifically, the objections of American Speckle Park Association, Inc., (hereinafter referred to as the “Corporation”) are as follows:

- A. To develop, identify and register Speckle Park cattle;
- B. To keep records, including but not limited to, (i) to issue certificates of registration, (ii) to transfer ownership of Speckle Park cattle, (iii) to record membership in the Corporation and the American Speckle Park Association, (iv) to record numbers of Speckle Park cattle, and (v) to record payment of fees for certification; and
- C. To provide services for the promotion, development and marketing of Speckle Park cattle.

**Section 3.** In furtherance of these purposes, the Corporation will employ necessary people, purchase necessary equipment and property, real and personal, and further take and hold by bequest, devise, gift, purchase, or lease either absolutely or in trust any property, real or personal, without limitation as to amount or value, except such limitations as may be imposed by

law, and to possess lands and premise, with buildings and improvements erected thereon, and to borrow money thereon by mortgage or otherwise, to sell or otherwise dispose of such property in whole or in part, and to do all things necessary to carry out the intent and purposes of this Corporation. No part of the receipts, income or property of this Corporation shall inure to the benefit of any director (other than an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986) or other individual, either during the life of the Corporation or upon dissolution. No substantial part of the activities of this Corporation shall be devoted to an attempt to influence legislation or to participate in any event in a political campaign for or against a candidate for political office. This Corporation may do anything which may be required to carry out the fundamental purpose of the Corporation not prohibited by the laws of the Commonwealth of Virginia; provided, however, that the Corporation shall exercise only such powers as are in furtherance of its exempt purposes. Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on by a Corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986.

**Section 4.** The Corporation shall have the opportunity to receive gifts, donations, legacies, bequests, devises and distributions from wills not inconsistent with the laws of the Commonwealth of Virginia. However, no gifts other than unrestricted and unconditional gifts of cash, cash equivalents, and marketable securities may be accepted by the Corporation without the approval of the Board of Directors (sometimes referred to herein as the “Board”).

### **Article Three** **Membership**

**Section 1. Eligibility.** Any interested individual, partnership or corporate body may, upon written application to the Board of Directors, become a member of the Corporation upon the following:

- A. Approval of such application by the Board of Directors (hereinafter referred to as the “Board”) or by the Business Manager acting on behalf of the Board; and
- B. Upon payment of such membership fee as may be prescribed by the Corporation.

Any application refused by the Business Manager shall be referred to the Board whose decision in respect thereof shall be final. Corporate bodies and partnerships shall be eligible for membership in the same manner as individuals and shall have the same rights and duties as individual members. Every such corporate or partnership member shall appoint in writing a nominee to represent it at meetings of the Corporation. Notice of such appointment shall accompany the application for membership of the corporate body or partnership. A corporate or partnership membership shall have the right to change its nominee upon three (3) days written notice delivered to the Corporation’s Business Manager.

**Section 2. Classifications of Membership.** The classifications of members shall be as follows:

A. Active Members. Individuals, partnerships or corporate bodies may, upon application and acceptance by the Board, and upon payment of the prescribed admission fee, become Active Members. Individuals must be at least eighteen (18) years of age. In the case of partnerships and corporate bodies, the nominee must be at least eighteen (18) years of age. Active members must be owners or breeders of Speckle Park cattle. Each individual or entity shall be entitled to one (1) vote per membership and participate in the affairs of the Corporation and shall be bound by these Bylaws and the rules of the Corporation. Membership for partnership purposes shall be based upon the classification of the owner of the cattle. Partners who are the owners of the same cattle under the partnership may not act as separate members; in such event, the partnership shall be a member entitled to one (1) vote. However, a partner in a partnership owning cattle or an individual working with another cattle owner shall not be prohibited from being an active, individual member solely by his status of being in partnership with another cattle farmer or having a working relationship with another cattle farmer in the event that the individuals do not own the same herd of cattle. A final decision on membership may be made by the Board of Directors in the event of a dispute or need for clarification.

B. Junior Members. Junior Members shall be persons under the age of eighteen (18) years of age who have an interest in Speckle Park cattle. Junior members are non-voting members and shall not hold office in the Corporation. However, Junior Members are entitled to register cattle at member rates and shall be bound by the Bylaws and rules of the Corporation. At the time that a Junior Member reaches the age of eighteen (18) years, the Junior Member shall have the option to become an Active Member.

C. Honorary Members. Honorary Members are persons who have been granted Honorary Membership status in recognition of outstanding services and/or contributions to the Corporation upon the written recommendation of at least two (2) Active Members and upon approval of said recommendation by the Board. Such position is solely honorary and therefore nonvoting.

D. Associate Members. Individuals, partnerships or corporate bodies may, upon application and acceptance of the Board, and upon payment of the prescribed admission fee, become Associate Members, but such Associate Members shall not be entitled to vote and shall not hold office in the Corporation. Such members may register animals, and such registration shall be at nonmember rates. They shall be bound by the Bylaws and the rules of the Association.

E. Non-Resident Members. Individuals who are residents outside of the United States of America may become Non-Resident Members upon approval of the Board. Such Non-Resident Members shall not be entitled to vote at any meeting and shall not hold office. They shall be bound by the Bylaws and rules of the Association.

**Article Four**  
**Directors, Officers and Committees**

**Section 1. Directors.** The following provisions shall specifically govern the Board of Directors of the Corporation:

A. The affairs of the Corporation shall be managed and conducted by a Board of Directors which consist of six (6) elected Directors and a Member-at-Large, if one is appointed. The six (6) elected members of the Board of Directors shall be citizens of the United States, Members of the Association, and shall be elected by ballot at the annual meeting. There shall be no term limits upon a duly elected Director.

B. The Board of Directors shall have the power to fill or leave vacancies which may occur among its number; provided, however, that any Director so appointed shall hold office only until the next annual meeting of the Corporation and shall then be eligible for re-election.

C. A Member-at-Large may be appointed by the Board of Directors to sit on the Board. There shall be only one (1) Member-at-Large on the Board at any one time. The Member-at-Large shall have the same privileges as a Director. The term of a Member-at-Large shall be one (1) year, but such Member-at-Large may be re-appointed as Member-at-Large the following year provided that such Member-at-Large is not elected to the Board of Directors. The Member-at-Large may be a nonresident of the United States provided that the Member-at-Large is otherwise an Active Member of the Association and in good standing with the Corporation and respective association(s).

D. A quorum of any Board of Directors' meeting shall be four (4) members of the then-active Board of Directors.

E. The Board shall meet at the head office of the Corporation or at such other place or by such a means, including by virtual or electronic means, as the Board shall determine provided that all Directors are able to communicate with all other Directors who are present at any such meeting.

F. The Board shall have complete power to admit and to refuse applicants to membership in the Corporation. The decision of the Board shall be final in this regard.

G. A Director may be removed from office by the Board if a Director:

(i) Fails to attend two (2) successive duly called meetings of the Board without sending written notification of such failure to attend with regrets or explanation or

(ii) Conducts himself or herself in such a manner that is inappropriate for a Director.

This action is subject to notifying the director of the Board's intention in writing and giving the Director an opportunity to meet with the Board to show cause why he or she should not be removed. A Director shall be removed upon two-thirds (2/3) of the Board present at a duly called meeting in favor of the Director's removal.

**Section 2.** **Officers.** The President and Vice-President shall be elected for a one (1) year term each. Such election is to be from within the Board and by the Board, both officers shall be eligible for the election for an additional one (1) year term. The President and Vice-President shall take office immediately after the vote is taken which is to occur at the organizational meeting of the Board which will take place at the conclusion of the annual meeting. The Business Manager will preside over this vote. The Business Manager, as well as the secretary and treasurer, shall be appointed by the Board if these positions of any portion thereof are deemed necessary by the Board. These officers may or may not be elected members of the Board and are the only offices which may be combined. If any of the above-appointed positions are held by a paid employee, he or she shall hold office at the pleasure of the Board.

A. **President.** The President shall be present at and preside at all general meetings, shall be Chairman of the Board and do all such matters and things in addition thereto as the Board may from time to time direct. The President shall present at each annual meeting a report of the activities of the Corporation. He or she shall call meetings of the Board when required. He or she shall have signature authority on all financial documents.

B. **Vice-President.** The Vice-President shall assist the President in the exercise of the President's duties and will perform the duties and have the powers of the President in the absence of the President. If a vacancy occurs in the office of President, it shall be automatically filled by the Vice-President until a President is elected. Furthermore, the Vice-President shall perform such other duties as may be assigned to him or her by the President or Board.

C. **Business Manager.** The Board may appoint one (1) individual as Business Manager. He or she shall be the managing administrator and chief clerical officer of the Corporation and shall act as the authorized representative of the Board in discharging such duties. He or she shall perform the duties of secretary and treasurer, unless other individuals are otherwise appointed as secretary and treasurer and shall be responsible to the Board.

D. **Secretary.** Should the Business Manager require assistance in performing his or her duties, a secretary may be appointed. The secretary shall be responsible to the Business Manager and shall attend to the administrative and clerical duties of the Corporation. The Secretary shall be responsible for recording the minutes of the membership and Board meetings and maintaining such other records as may be required of him or her by the President or the Board. He or she shall have charge of the correspondence, notify members of meetings, notify new members of their election to membership, notify officers and directors of their election to office, keep a roll of the members with their addresses, and carry out such other duties incident to his or her office as the President may request or the Board assign.

E. Treasurer. Should the Business Manager require assistance in performing his or her duties, a treasurer may be appointed. The treasurer shall be responsible to the Business Manager and shall be the financial officer of the Board. The Treasurer's signature shall be required on all financial documents.

F. Registrar. The Board shall appoint the Corporation's Registrar. The registrar shall issue certificates of registration and transfer, and the cancellation of such. He or she shall be responsible to the Board.

**Section 3.** **Committees**. The Board may appoint from its number and/or from other members of the Corporation, committees, whether special or standing, but must in all cases name one of the Directors as Chairman of each such committee. There shall be a nominating committee, whether special or standing, which shall appoint Directors as required or necessary.

### **Article Five** **Meetings**

**Section 1.** **General Meetings and Notice**. The annual general meetings and the special general meetings of the Corporation shall be held at such time and at such place as decided upon by the Board. A notice of at least three (3) months in advance of an annual general meeting and thirty (30) days in advance of a special general meeting shall be given by mail or electronic mail indicating the time and place of the meeting. This notice shall be sent out to each current member's last known postal and/or electronic mailing address as it appears on the Corporation's records. In the event of the Corporation issuing an official publication, a notice published therein shall be deemed to be sufficient notice. The accidental omission to give notice to any member, or the non-receipt of notice by any member, shall not invalidate the proceedings of any general meeting. Notice of meetings of the Board, other than the meeting immediately following the annual general meeting, shall be mailed out to each Director at least seven (7) days before the date of the meeting, or by phone, text, facsimile or electronic mail at least five (5) days before the date of the meeting. A meeting of the Board of Directors may be held on shorter notice or without notice, providing that all Directors have given their written consent to the meeting being held. A record of such consent shall be entered into the minutes.

At the written request of any ten (10) Active Members as defined herein, the President shall call a special general meeting. However, such meeting shall have no power to amend these Bylaws.

For the transaction of business of the Corporation at an annual or special general meeting, a quorum shall be ten percent (10%) or twenty-five percent (25%) of membership, whichever is less.

**Section 2.** **Special Meetings and Notice**. Special membership meetings of the Board shall be called, when requested in writing to do so, by three (3) or more members of the Board.

The notice of such meeting shall specify the date, time and place or method and the business to be transacted at the meeting. Specification of the business to be transacted at the meeting shall not preclude the consideration at a special meeting of other routine business, or business that was not contemplated at the time that the notice was sent.

All meetings, whether regular or special, shall be deemed to be open to Members. The Board may convene an executive session during all Board meetings for the purpose of discussing sensitive information which shall be open to Board members only unless another individual is invited by the Board to join the executive session.

A copy of the minutes of all meetings of the Board shall be sent within fifteen (15) days following such meeting to each director.

**Section 3. Order of Business.** The order of business at all annual general meetings shall be as follows:

- A. Identification of Members and Determination of a Quorum
- B. Reading the minutes of the previous meeting
- C. Reports of officers, directors and committees
- D. Correspondence
- E. Unfinished Business
- F. New Business
- G. Adjournment

The above order, with the exception of the identification of members and the determination of a quorum, may be changed at the pleasure of the Board.

**Section 4. Nominations for Director.** A nominating committee, appointed by the President, shall coordinate and accept nominations for open Director positions. The nominating committee shall put forth a slate of nominees for open positions to the Board of Directors. To become a nominee to be considered for a director position, a Member must be Active and in good standing as of January 1 of the current year. Further, such Active Member must be nominated on the prescribed form which includes the supporting signatures of at least two other (2) Active Members of the Association. The nomination forms shall be collected by and considered by the nominating committee. The nominee must have been a member of the Association as of January 1 of the then current year. Then, nominations shall be announced by the nominating committee and be decided by the Members at the annual meeting. A nominee is ineligible to become a Director if his or her election will result in two (2) Active Members associated with the same farming operation to be sitting on the Board at the same time. Such association with the same farming operation shall not include the sharing of ownership of cattle without further entanglement. The nominating committee shall have the authority to reject nominations that do not comply with the requirements of the Association.

**Section 5. Elections.** The election of Directors shall take place at the annual meeting. The ballot must contain at least as many names as Directors required to be elected. If any

Member votes for either more or less than the number of Directors required, then the ballot shall not be counted.

Voting ballots shall be sent to the members via postal mail or electronic mail at least three (3) weeks prior to the annual meeting. In the case where a member is unable to attend the annual meeting, such member may submit his ballot via electronic mail to the Business Manager prior to the election. Such ballot shall be opened and counted on the day of said election by the Business Manager in the presence of two (2) witnesses previously appointed by the Board. The subject of electronic mails regarding voting shall bear the words "voting ballot". In a case where a member submits a ballot via postal mail or electronic mail and also attends the meeting in person, the ballot received via postal mail or electronic mail shall be considered void.

In the event of a tie vote, a second ballot will be cast by the Members present at the meeting immediately following the announcement of the results of the first ballot. Each Member shall vote for the candidate or candidates whom the member wishes to fill the remaining vacancies.

Upon completion of the count, the Business Manager shall announce the results of the election to those present and enter the said results in the minutes of the Corporation.

The Directors so elected shall take office immediately following the adjournment of the meeting.

Voting papers or methods shall be in the form prescribed from time to time by the Board.

To become a Director, a member must be nominated on the prescribed form which includes the supporting signatures of at least two (2) active members of the Corporation. The nominee must have been a member of the Corporation as of January 1 of the then current year. Nominations shall be announced by the nominating committee and be decided by the members at the annual meeting.

**Section 6.** The affairs of the Corporation shall be governed by its Board of Directors. There shall be no fewer than five (5) and no more than eleven (11) Directors. The initial number of Directors shall be five (5). The number of Directors may be increased or decreased, within the range described herein above, from time to time by amendment to the Bylaws as described herein below. Three-quarters (3/4) of the Directors shall be Members in good standing. The remaining one-quarter (1/4) may consist of community leaders who have demonstrated a commitment to the mission and purpose of the Corporation. The directors shall serve without compensation.

A. *Terms.* Directors shall be divided into two groups of unequal number. Directors in Group #1 shall serve a term of four (4) years while Directors in Group #2 shall serve a term of three (3) years.



B. *Duties.* The Board shall approve the Corporation's mission and goals to guide its activities, oversee the conduct of the Corporation's activities to ensure that the Corporation is managing them consistent with the Corporation's stated mission and goals, elect and/or appoint all officers of the Corporation, approve the Corporation's operating budget, and ensure that Corporation procedures are in place to assure compliance with applicable laws and regulations.

C. *Presumption of Assent.* A Director who is present at a meeting of the Board of Directors or at a committee meeting thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

D. *Treasurer.* The Treasurer shall collect and receive all monies due or belonging to the Corporation. He or she shall deposit the same in a bank designated by the Board in the name of the Corporation. His or her books shall at all times be open to inspection by the Board, and he or she shall report to the Board at every meeting concerning the condition of the Corporation's finances and every item of receipt or payment not before reported; and he or she shall annually render an account of all monies received and expended during the previous fiscal year. There shall be an annual audit of books, conducted by an independent CPA chosen by the Board.

### Article Seven

#### **Rules for Eligibility for Registration as a Purebred Speckle Park**

**Section 1. Eligibility.** A purebred Speckle Park must contain at least 96.9% Speckle Park blood. Such animals who are purebred Speckle Park animals and which meet the following requirements are eligible for entry as purebred Speckle Park in the Corporation's Herd Book:

A. Animals whose parents are any one of the following combinations:

(i) Both parents are purebred Speckle Park and are both registered either in a Herd Book of either the United States, Canada, or Australia or another country having like standards to those of the United States.

(ii) Both parents are Speckle Park approved by the Canadian or American Speckle Park Association as Foundation Stock.

(iii) One parent is purebred Speckle Park registered in the Corporation's Main Herd Book, and the other parent is Speckle Park approved by the Canadian or American Speckle Park Association as Foundation Stock.

(iv) One parent is Speckle Park registered in the Appendix Registry of Canada or the United States, and the other parent is a purebred Speckle Park or Speckle Park approved as Foundation Stock.

(v) All animals must be eligible to be registered with the American Speckle Park Association and maintain at least the the eligibility standards of the United States.

B. Animals must be one of the following color patterns or variations between the extremes:

(i) Solid black. Solid black is part of the breed's historical development and remains essential to maintain the other three breed characteristic color patterns.

(ii) Black sides with white topline and white underline with speckled hips and black or black-frosted face;

(iii) Leopard pattern in which the black sides are broken into a series of spots so that neither the black nor the white predominate; or

(iv) White animal with black points; Black ears, nose, hooves and eye pigmentation;

C. Upon completion of the designated application, a Percentage Speckle Park is eligible for inclusion in the Main Herd Book as a purebred Speckle Park if the following requirements are met:

(i) The animal contains 96.9% or more Speckle Park blood;

(ii) The animal displays the breed characteristic color and pattern as outlined in Article Seven, Section 1, Paragraph B, herein above and is of good beef conformation; and

(iii) The application confirms that requirements of Article Seven, Section A, Paragraphs A and B have been met.

D. A Purebred Speckle Park will have the letters "PB" added to its registration number as a suffix.

**Section 2. Ineligibility.** The following animals shall not be eligible for entry as purebred Speckle Park in the Corporation's Main Herd Book:

A. The solid black progeny of any two (2) registered purebred solid black Speckle Park, which is ineligible for registration in any registry of the Corporation.

- B. A calf sired by a bull less than nine (9) months of age at the time of service;
- C. A calf born less than 275 days after the birth of the dam's last calf.
- D. Animals which are red in color or show some red coloring, except that the use of the term "red coloring" shall not apply to rusty colored or brown hair which is either the result of bleaching by the sun and wind or dead hair to be shed.
- E. Animals with any portion of its head which has white hair with underlying pink skin or which show pinto markings.
- F. An animal with horns.

In any case where the parentage of an animal which is alleged to be a registered Speckle Park is questioned by the Officers of the Corporation, by the Corporation's Registrar, or during a periodic parentage verification, the Board may authorize the collection of samples for DNA genotyping to verify the parentage claim. However, if the animal is confirmed to be an appropriately registered Speckle Park such that the owner's claims are correct, then the Corporation shall bear the expense for such DNA genotyping.

An animal having genetic conditions as defined by these Bylaws shall be reported to the Corporation's office. For the purposes of these Bylaws, "genetic conditions" shall include, but are not limited to, homozygous double muscling as determined by DNA testing, dwarfism as determined by DNA testing, or Syndactyly (also known as mulefoot).

All walking herd sires and all A.I. donor sires collected after January 1, 2019, must have the original laboratory report of the Genomic Profile (100k or above) and DNA tests for double muscling (myostatin), coat color and polled on file with the Corporation before any of their calves may be registered. These reports shall be confidential and will not be made public without the authorization of the breeder or owner of a specified animal. For the purpose of assisting breeders and buyers, the Corporation will maintain a publicly accessible list to which breeders can voluntarily submit DNA test results for identified individual animals with respect to their being tested clear of, carried of or affected with one or more specific genetic conditions.

Progeny from multiple sire exposures (e.g., usage of more than one (1) bull in a pasture) are only eligible for registration when the DNA parentage verification which qualifies the sire is received with the application.

### **Article Eight**

#### **Recognition of Speckle Park Associations and Imported Genetics**

**Section 1.** For the purpose of promoting Speckle Park cattle internationally and facilitating the exchange of purebred Speckle Park genetics, the Board may recognize Speckle Park associations with similar objectives from other countries. Recognition may be granted upon petition and receipt of the applicant association's rules of eligibility for their registration of

purebred Speckle Park and any other rules as the Board may determine. The Board has the authority, in its sole discretion, to accept or reject cattle registration from other associations.

**Section 2.** The Corporation may accept for registration in the American Association's Herd Book purebred animals registered with other recognized Speckle Park associations subject to the following conditions:

A. The live animal, the sire and dam of the embryo, or the donor sire (in the case of semen) are registered with the recognized association in the county of its birth. Embryos and semen must also be recorded with a recognized association for the country of origin.

B. The live animal, the sire and dam of the embryo, or the donor sire (in the case of semen) meet all the rules of eligibility for purebred Speckle Park as stated in Article Seven, which specifies that an animal must contain 96.9% or more of Speckle Park blood, that the animal is the third consecutive generation which displays the breed characteristic color and pattern as outlined in Article Seven, Section 1, Paragraph B, and is of good beef conformation. Calves which result from embryo transfer and any progeny of imported animals and/or imported semen are always subject to the rules of eligibility of the Corporation

C. The live animal, the sire and the dam of the embryo, or the donor sire (in the case of semen) are accompanied by an export registration (or recording) certificate and a pedigree which records at least five (5) complete generations of ancestors for each of which there is a registration number and a specified color and pattern.

D. In the case of the importation of live animals, each individual must bear permanent identification which is unique to that individual, and in the case of semen and embryos each unit must be identified by a means which reflects the highest standards in the industry.

E. Imported animals must be registered with the Corporation before any offspring may be registered, and any donor bull must be registered with the Corporation before any progeny may be registered. Embryos must be registered with the Corporation before the calves are eligible for registration.

F. All forms of imported genetics must qualify against both parents by means of a DNA examination by a qualified laboratory in order to be eligible for registration in the American association's Herd Book. In the case of live animals, the parentage must be confirmed prior to leaving the country of origin; in the case of semen, the donor must be confirmed against both his sire and his dam and a record of the donor's DNA must be on record with the registrar of the Corporation; and in the case of embryos the DNA record of both parents must be available in order to affirm that any resulting calf is the progeny of the parents of record.

G. Imported live animals, calves resulting from embryo transplant and progeny resulting from imported semen are subject to inspection at the direction of the Board.

**Section 3.** The progeny of exported American genetics must be registered with the recognized association in such progeny's respective country of birth before the progeny or their genetics can be imported back into the United States and registered with the Corporation. They remain subject to all the rules of eligibility for purebred Speckle Park as contained herein.

When Speckle Park exported from the United States are born in a country in which there is no recognized association for the registration of Speckle Park, these cattle and their progeny and their offspring may continue to be registered with the Corporation if they continue to meet the required standards of eligibility.

Speckle Park bred in the United States must be registered in the United States before their progeny may be registered with the Corporation. Frozen genetics and embryos which are purchased outside of the United States may be registered with the Corporation if they meet all the rules of eligibility contained herein.

### Article Nine **Breed Improvement**

**Section 1. Mandatory Reporting of Genetic Anomalies.** When a breeder and/or an owner has a calf born to purebred, appendix or percentage Speckle Park parents which is rendered ineligible for registration because of an inherited trait specifically listed as probative in the rules of eligibility herein, the breeder and/or owner shall report the incident to the Corporation by completing the Report of Genetic Anomaly provided by the Corporation. The report shall be submitted to the Corporation with an appropriate DNA sample from the calf. If the parents do not have a DNA record on file, hair samples from both parents for parentage confirmation and four photographs (both profiles, front and rear) of each parent shall be filed with the report. The report shall include the witnessed signature(s) of the person(s) filing the report.

**Section 2. Mandatory Reporting of Scurs.** When a breeder and/or owner has a calf born to purebred, appendix or percentage Speckle Park parents which shows scurs at any point in its life, the breeder and/or owner shall report the incident to the Corporation by completing the Report of Progeny with Genetic Anomaly as provided by the Corporation. The report shall be submitted to the Corporation with an appropriate DNA sample from the calf. If the parents do not have a DNA record on file, hair samples from both parents for parentage confirmation and four photographs (both profiles, front and rear) of each parent shall be filed with the report. The report shall include the witnessed signature(s) of the person(s) filing the report. The breeder and/or owner of a Speckle Park which shows scurs at any point in its life shall amend the animal's registration to reflect the presence of scurs.

Upon confirmation of the report, the parents will be listed in the public records of the Corporation as carriers of the specific genetic defect.

**Section 3. Genetic Tests and Breeding.** The results of Speckle Park specific genetic tests and the results of test breeding supervised by a professional geneticist which confirm that

the animal is free of a specific genetically mediated anomaly may be filed with the Corporation and recorded in the public records of the Corporation.

**Section 4. Reporting of Other Anomalies Present at Birth.** Other anomalies which render a calf dead or incapacitated at birth or shortly thereafter, but not specifically identified in the Bylaws, and which may or may not be genetically mediated, are considered reportable. A breeder and/or owner shall report these occurrences on a Potential Genetic Defect Report form provided by the Association. The report shall be submitted to the Association with an appropriate DNA sample from the calf. If the parents do not have a DNA record on file, hair samples from both parents for parentage confirmation and four photographs (both profiles, front and rear) from each parent shall be filed with the report. In addition, a brief written assessment of the condition by a licensed veterinarian shall accompany the report. The report shall include witnessed signature(s) of the person(s) filing the report.

**Section 5. Failure to Report.** Members who fail to report the occurrences of these genetic anomalies shall be subject to the provisions of Article Nineteen herein.

### Article Ten **Artificial Insemination and Embryo Transplant**

**Section 1.** The following requirements shall apply to all purebred, percentage and appendix Speckle Park registered by the Association:

A. Calves conceived by artificial insemination will be registered on the same terms as calves conceived by natural mating, except a DNA genotype certificate for the sire must be on file with the Association's Registrar. Calves conceived using semen purchased from outside of the United States will be eligible for registration only if the sire is eligible for registration in the American Speckle Park Association.

B. Calves propagated by embryo transplant will be registered on the same terms as calves propagated by natural or artificial mating, except a DNA Genotype Certificate for the sire, dam and calf must be on file with the Association's Registrar, as must be a completed Application for Registration as supplied by the Association and an Embryo Transplant Certificate. Calves resulting from embryos bought outside of the United States will be eligible for registration only if both the sire and dam are eligible for registration in the American Speckle Park Association.

1. To verify parentage of embryo transplant offspring, the DNA Genotype Certificates of all sires used as semen sources must be on record with a recognized laboratory prior to the time of transplanting. The required samples from the donor cow must be collected no later than the time of transplanting if none have been recorded previously.

2. Both American Speckle Park Association's members and the Embryo Transplant centers shall be advised of the importance of being able to differentiate in instances when two bulls are being used to simultaneously inseminate donor cows. In those cases where

parentage cannot be established through DNA Genotyping, the resultant offspring will not be eligible for registration in the Herd Book of the American Speckle Park Association.

**Article Eleven**  
**Application For Registration**

**Section 1.** All applications for registration of animals and transfer of ownership under these Bylaws must be made to the Association's Registrar by at least one (1) of the following methods:

A. A form supplied by the Association with all applicable blank spaces filled in ink or typewritten and signed in ink by the owner of the animal or authorized representative, or

B. By electronic communication in such form and means as provided for by the Association's Registrar.

**Section 2.** An application for registration of an animal born in the United States must be signed by the owner or lessee of the dam at the time of birth and by the owner of the sire at the time that the dam was served, unless there was a previous signature on transfer. The dam must be registered in the American Speckle Park Herd Book in the name of the owner signing. The sire must be registered in the American Speckle Park Herd Book in the name of the owner certifying the service.

**Section 3.** Registration of animals in all cases will be made in the name of the person owning or leasing the dam at the date of birth of the calf. If change of ownership has taken place after birth, the usual transfer must be filed, for which the usual fee will be charged.

**Section 4.** A DNA genotype of a Speckle Park sire must be on file with the Association's Registrar before the application(s) for identification/recognition of their 2001 and later offspring is (are) submitted to the Association's Registrar.

**Section 5.** A DNA genotype of a Speckle Park bull must be on file with the Association's Registrar before the application for the transfer of ownership is submitted to and recorded by the Association's Registrar.

**Section 6.** Every Speckle Park, whether male or female, shall qualify against its sire by DNA genotype as performed by a laboratory acceptable to the Association before its application for registration as purebred or percentage Speckle Park is completed by the Association's registrar.

**Section 7.** Every Speckle Park, whether male or female, that is over the age of two (2) years at the time of application for registration as purebred or percentage Speckle Park shall qualify against both its sire and its dam by DNA genotype as performed by a laboratory acceptable to the Association.

**Section 8.** When an animal is a multiple birth, it shall be so stated when applying for identification along with stating the sex of its multiple birth siblings. Should a multiple birth be entered upon the record without such statement, no subsequent application for entry of an animal multiple birth sibling with same shall be accepted.

**Section 9.** The breeder of an animal is the registered owner or lessee of the dam at the time of conception. The first owner is the registered owner or lessee of the dam at the time she produced the calf. When a cow produces embryos, the first owner shall be the registered owner or lessee of the dam at the time of transplant or the registered owner of the embryo at the time of birth of the calf.

### ***Article Twelve*** **Registration of Pedigrees**

**Section 1.** A Certificate of Registration on the form adopted by the American Speckle Park Association shall be furnished by the Association for all eligible animals.

**Section 2.** Any person suspended or expelled from membership shall not be allowed the privilege of registering or transferring pedigrees in the records of the American Speckle Park Association.

**Section 3.** Speckle Park Certificates of Registration will provide the following items of information: Date issued, American Speckle Park Association's registration number, name of animal, sex of animal, tattoo identification of animal, date of birth of animal, either actual or estimated Birth weight, color pattern, polled status (whether polled or scurred), name of breeder, name of current owner, three generation pedigree, and registration status as a purebred or percentage as provided for in these Bylaws.

**Section 4.** Where an animal is propagated by embryo transplant, the letters "ET" must be included on the registration certificate following the sex of the animal.

**Section 5.** Where an animal is a multiple birth, the letters "TW" for twin and "TR" for triplet must be included on the registration certificate following the sex of the animal and the sex of the siblings must be stated.

### **Article Thirteen** **Registration of Tattoo Letters**

**Section 1.** Every Speckle Park animal for which application for registration is made shall be marked for registration by a tattoo as provided herein, and the owner at the time of birth of every animal shall tattoo mark such animal within the calendar year of its birth date.

**Section 2.** Each breeder or owner who desires to register Speckle Park cattle with the American Speckle Park Association shall apply for and be allotted herd designation letters from the Association for his or her exclusive use to tattoo animals born at his or her farm. Such letters



shall be tattooed in the right ear. In addition to the herd designation letters, there shall also be tattooed in the same ear (being the right ear), the herd number of the animal and the year letter to signify the year of birth. For example, “Y” will signify that the animal was born in 1989 and the letter “Z” that the year of birth was 1990, “A” – 1991, “B” – 1992, “C” – 1993, and so on, but the letters “I”, “O”, “Q” and “V” will not be used as a year letter. When the letter “Z” has been used as a year letter, the next year letter to be used will be “A” and the letters of the alphabet will then be used in consecutive order subject to the exceptions herein.

**Section 3.** If an animal is marked with the same herd number as another animal born in the same year, an “0” shall be tattooed beside the said number in the ear of one of the animals which has been so marked.

**Section 4.** If the wrong letter is used to mark any animal, the correct year letter shall be tattooed beside the other and a full description of the mark shall be reported on the application for registration.

**Section 5.** If a tattoo mark ceases to be legible, an application shall be made for permission to re-tattoo the animal, and a notation shall be made on the certificate of registration by the Association’s Registrar indicating that the animal was re-tattooed.

**Section 6.** The tattoo mark shall be shown on the form when application is made for registration and on the registration certificate which is subsequently issued.

**Section 7.** In the event of a change of name of a partnership or company, or if a member of the same family is taken into partnership, the tattoo letters may be transferred on the application of the registered owner or his authorized representative. Likewise, transfer may be made from a deceased owner to the decedent’s heir.

#### **Article Fourteen** **Registration of Names**

**Section 1.** All animals entered in the American Speckle Park Herd Book must be named in accordance with the following rules:

A. A breeder must apply to the Association’s Registrar and register a particular prefix or affix (also referred to herein as “herd name”) for the breeder’s exclusive use in naming his or her animals.

B. A particular prefix or affix will be allowed to one (1) person or to one (1) partnership or entity only. In registering such a prefix or affix, priority in use and in application for registration shall be considered. Any dispute between breeders as to priority right to any herd name shall be referred to the Board of Directors for resolution of the dispute.

C. Letters may be used as a registered prefix or affix to a name.

D. Every name must include a prefix or affix (also known as “herd name”), herd number, and year letter. However, an optional additional name may also be included based upon a particular breeder’s preference. The name must, however, always end with the herd number and year letter.

E. Names shall not contain more than thirty (30) letters or characters, including numeral affix and spaces.

F. Duplication of names shall not be permitted.

G. A prefix or affix may be transferred upon application to the Association’s Registrar by the registered owner.

H. A registered prefix or affix may be used by a member of the owner’s or breeder’s immediate family, provided that written consent of the registered owner or breeder is on file with the Association’s Registrar.

I. The Association reserves the right to refuse any name which may be misleading as to the origin or relationship of an animal or which may be deemed offensive by the Board. Names of any leaders of national governments shall not be used as a name.

10) The name of an animal may be changed, providing there are no registered offspring. A new application for registration must be completed and signed by the owner at birth, then presented to the Association’s Registrar with the Certificate of Registration and necessary fee. If a registered prefix was used in the original name, it must also be used as the prefix in any suggested change.

### **Article Fifteen** **Transfer and Duplicate Certificates**

**Section 1.** In case of the sale of an animal, the seller must provide to the purchaser a transferred certificate of registration in the American Speckle Park Herd Book showing the purchaser’s ownership. Refusal to provide the aforesaid certificate, for any reason whatsoever, shall be grounds for expulsion from the Association unless the terms of the sale specifically state in writing signed by seller and purchaser that the certificate of registration would not be provided.

**Section 2.** All applications for registration of change of ownership must be made on forms supplied by the American Speckle Park Association, and all applicable blank spaces must be completed in either ink or typewritten. The original certificate of registration must be forwarded to the Association’s Registrar with the application for transfer of ownership and the applicable fee. The Association’s Registrar will then issue a new certificate of registration in the name of the new owner.

**Section 3.** In the case of the sale of an animal for any reason other than breeding purposes, with the term “breeding purposes” being prescribed by the regulations of the

Association, the seller shall not furnish the purchaser with the certificate of registration but shall forward it along with full details of the sale to the Association's Registrar, and the certificate shall be retained there. The transfer of the animal so reported shall not be recorded on the records of the Association.

**Section 4.** A duplicate certificate may be issued for a prescribed fee if the registered owner, or the registered owner's authorized agent, files a statutory declaration on a form provided by the Association's Registrar and sworn before a notary public which shows in a satisfactory manner that the original is lost, destroyed, or unobtainable. In the event of a dispute regarding the constitution of "satisfactory manner", then such dispute shall be determined by the Board.

**Section 5.** In the case of the death of an animal from any cause whatsoever, the pedigree certificate shall be sent to the Association's Registrar along with a written statement of the reasons for sending the certificate.

### **Article Sixteen** **Books of Record**

A registration book or record, whether physical or electronic in form, known as the American Speckle Park Association Herd Book shall be maintained by the Association. The Board of Directors may decide upon a time and method of publishing the aforesaid Herd Book. The Herd Book may be made available to members at reasonable times at a reasonable location as determined by the registrar maintaining the Herd Book.

### **Article Seventeen** **Private Herd Records**

Members shall keep a private herd record book or register, as issued by the Association, in which the name, registration number, tattoo mark, and any other identification mark of each breeding female shall be entered along with such other information regarding each animal as, in the opinion of the breeder, may be deemed advisable. Either opposite or under the name of each breeding female entered, the date of birth, sex, identification mark, name, and registration number of the sire of each calf produced by such female shall be entered at the time that each aforesaid calf is marked for registration. The private herd book shall include an inventory of all semen and embryos which are the property of the breeder. Further, the record shall include storage locations. In the case of embryos, the record shall include the registration number of both sire and dam. Such record shall be open to inspection at reasonable times and places as requested by the Associations' Registrar or the Board.

### **Article Eighteen** **Authority to Inspect**

The Board of Directors shall have authority to appoint an inspector at any time to conduct examinations, on behalf of the Association breeders' herds, to determine the manner in which

private herd records are kept and the identification system practiced by any breeder or breeders registering cattle in the American Speckle Park Herd Book. If the inspector finds that a breeder has failed to comply with the Association's requirements either by commission or omission, then the Association's Registrar, in consultation with the Board of Directors, may take whatever steps that the Registrar and the Board deem necessary to rectify the situation. The most serious offences may result in suspension of registration papers and/or membership in the American Speckle Park Association and expulsion from the Association.

### Article Nineteen **Suspensions**

**Section 1. Revocation and Suspension of Member.** Any membership may be revoked by the Board of Directors if a member conducts himself or herself in a manner detrimental to the Association or fails to comply with the Bylaws and Rules of the Association, providing the following:

A. Charges are in writing, signed by the writer, and submitted to the Business Manager;

B. The member is given an opportunity of personal appearance before the Board of Directors at closed session to show cause why his or her membership should not be revoked;

C. The Board is given notification at least twenty-one (21) days in advance of a meeting on the matter;

D. A majority of the Board members are present at the meeting following the twenty-one (21) day notification of all Board members;

E. Two-thirds (2/3) of the Board members vote in favor of revocation of membership; and

**Section 2.** The Board's decision on a matter shall be final. Any person so suspended or expelled shall have no claim against this Association or any interest in the property or assets of the Association.

**Section 3. Suspended Registration.** A suspended registration is a registration of pedigree or transfer that has been placed under suspension by the Association's Registrar, in consultation with the Board of Directors, on account of some irregularity or failure to comply with the Association's requirements. A member shall remain suspended until the same has been lifted by a resolution of the Board of Directors of the Association.

**Article Twenty**  
**Non-Members**

Any person not a member of the Association who is allowed by the Association to register or transfer animals on the records of the Association shall be subject to the same Bylaws and rules as a member, except as otherwise specified herein.

**Article Twenty-One**  
**Corporate Seal**

The form of the seal of the Corporation, if the Corporation adopts a seal, shall be such as may be determined by the Board. It shall be kept in whose possession the Board may from time to time by resolution designate, except that if a secretary is appointed, then the secretary shall keep possession of the seal.

**Article Twenty-Two**  
**Fiscal Year**

The fiscal year of the Corporation shall correspond with the calendar year.

**Article Twenty-Three**  
**Audit and Annual Report**

The Board at each annual general meeting shall submit a report of its acts and the affairs of the Corporation as well as a Treasurer's report.

**Article Twenty-Four**  
**Expenses, Income and Property**

The income and property of the Corporation from whatever source derived shall be applied solely towards the promotion and furtherance of the objects of the Corporation. No Member of the Corporation past, present or future or any person claiming through any Member shall derive any part thereof or otherwise gain profits or gain from the Corporation's income or property. However, nothing contained herein shall prevent the bona fide payment or remuneration to any manager, secretary, treasurer, registrar, clerk or employee or other person for services actually rendered to the Corporation whether such individuals are members of the Corporation or not, and the expenses of the Director or other officers in doing the business of the Corporation. Any individual who expends money on behalf of the Corporation in furtherance of the business of the Corporation shall be reimbursed.

**Article Twenty-Five**  
**Amendments to Bylaws**

**Section 1.** Amendments to the Bylaws may occur by extraordinary resolution at any annual general meeting of the Association by the affirmative vote of two-thirds (2/3) of the

members present. Notice of all proposed amendments shall be supported by the signatures of at least three (3) active members of the Association and shall be given to the Business Manager in writing at least sixty (60) days in advance of an annual general meeting. Copies of the proposed amendment or amendments shall be sent out to members thirty (30) days prior to the meeting, otherwise there shall be no power to determine the same. The Bylaws may be amended by the Board subject to the ratification of the changes by the membership at the next annual meeting.

**Section 2.** If the Corporation wishes to change its Articles of Incorporation, amalgamate with one (1) or more other associations, or dissolve the Association, an amendment may be presented to the membership by postal mail or electronic mail ballot provided the amendment is authorized in writing by ten (10) members in good standing.

### **Article Twenty-Six** **Dissolution**

The Corporation may be dissolved at any time by recommendation of the Board of Directors approved in writing by more than two-thirds (2/3) of the members in good standing. In the event of the dissolution of the Corporation, whether voluntary or involuntary or by operation of law, none of the assets of the Corporation shall be distributed to any member, but after payment of all lawful debts of the Corporation, its property and assets shall be given to a charitable organization or organizations of the kind described in Section 501 of the Internal Revenue Code of 1954, such organization or organizations to be selected by the Board of Directors.

### **Article Twenty-Seven** **Exempt Activities**

Notwithstanding any other provision of these Bylaws, no Director, officer, employee or representative of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under the applicable sections of the Internal Revenue Code and its Regulations, as amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and Regulations, as amended. Should the aforementioned Code be hereafter amended or renumbered, the references herein shall be deemed to refer to the equivalent provisions of the amended Code.

### **Article Twenty-Eight** **Governing Law**

These Bylaws shall be construed under and governed by the laws of the Commonwealth of Virginia, and the parties hereby consent to the jurisdiction and venue of the courts of the Commonwealth of Virginia in a convenient forum and a proper venue for the Corporation.

**Article Twenty-Nine**  
**Severability**

If any term or provision of these Bylaws or any application thereof shall be deemed invalid or unenforceable, the remainder of these Bylaws and any other application of such term or provision shall not be affected thereby.

**Article Thirty**  
**General Provisions**

**Section 1. Calendar.** The fiscal year of the Corporation shall be the same as the calendar year beginning January 1<sup>st</sup> of each year and ending December 31<sup>st</sup> of each respective year.

**Section 2.** Whenever the context permits in these Bylaws, the singular shall include the plural, and the masculine, the feminine and the neuter.

Adopted at the organizational meeting of the Board of Directors of American Speckle Park Association, Inc. on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Printed Name)

**Secretary**  
**American Speckle Park Association, Inc.**