

By-Laws

Part I

ARTICLE I. PURPOSE

The Paco-Vicuña Association (PVA) is a non-profit organization under Colorado Law for the purpose of developing, improving, and promoting the Paco-Vicuña breed of camelid.

1.1 The Association will keep an accurate and complete herd book detailing the pedigrees and record of ownership and will publish registration certificates.

1.2 The Association will gather performance information and issue performance summaries and reports necessary to make genetic improvement with the Paco-Vicuña breed.

1.3 The Association will promote public awareness and Membership appreciation of the Paco-Vicuña's unique qualities.

1.4 The Association will educate the Membership on the care and breeding of the Paco-Vicuña.

1.5 The Association will promote the growth of the Paco-Vicuña industry as a whole.

1.6 The Association will foster the establishment of the breed by encouraging husbandry and breeding practices based upon, but not limited to, herd health, overall soundness and fiber production.

1.7 The Association will be authorized to buy and sell property, land, equipment, supplies, research data, and facilities anywhere in the world, and to contract for any and all such property or services as the Board of Directors may deem necessary to conduct activities of the organization.

1.8 The Association owns and operates the Paco-Vicuna Registry and EPD data base and will maintain such complete and accurate data as pertains to the paco-vicuna registered national herd, their genetic data and EPD data and analysis, including all data as provided by Yocom McColl Fiber Testing Laboratories

ARTICLE II. MEMBERSHIP

2.1 **MEMBERSHIP.** Any person interested in the purposes of the Association may become a Member. **Ownership of at least one registered Paco-Vicuna is required.** Membership shall be granted upon written application submitted in the form and manner specified by the Secretary of the Association and the Board of Directors and accompanied by the annual dues.

2.1(A). Associate Membership: Associate Membership may be applied for and granted for individuals or organizations with an interest in Paco-Vicunas, who either work with Paco-Vicunas fiber or data, but do not own registered Paco-Vicuna. Associate memberships shall not include voting rights, and shall have a discounted membership annual dues. An Associate membership shall not include access to Paco-Vicuna data unless the PVA Board has approved such access on a case by case basis.

2.2 The annual dues shall be set by the Board of Directors and approved by the Membership at the next Annual Meeting.

2.3 The following classes of Membership shall be recognized by the Board of Directors: Farm Membership and Honorary Membership and Associate Membership. The Board of Directors may set different privileges for each class.

2.4 VOTING RIGHTS. Each Farm shall be entitled to one vote on all matters submitted to a vote of the Membership, with the exception of Honorary Members and Associate Members who shall be non-voting.

2.5 REVOCATION OF MEMBERSHIP: The Board of Directors, by affirmative vote of the 4/5ths (four/fifths) majority of directors, may suspend or revoke the Membership status of any person or organization, if in the judgment of the Board, such action is in the best interests of the Association. The Board may revoke Membership status for one or more of the following reasons:

- a. The Member fails to pay Association dues when required.
- b. The Member fails to pay for items or services billed by the Association within a reasonable period of time.
- c. The Member uses the Association mailing list(s) or Membership directory information for purposes not intended by the Association such as but not limited to: (i) The mailing of anonymous material about the Association or one of its Members, or (ii) To promote a business or activity not in the best interests of the Association,
- d. The Board will notify the Member in writing of the grounds for such removal from Membership.
- e. Loss of Membership is automatic when the Member fails to pay Association dues, 2.5(a). For all other cases a reasonable opportunity shall have been provided for the Member to be heard. This meeting shall not be less than thirty (30) days after mailing of the written notification called for in 2.5(d).

2.6 Disciplinary Actions - Any Member who violates the By-Laws or the rules and regulations of the Association, or who deceives or wrongs the Association or another person in any matter in which the Association has any interest may be censured, suspended or expelled and denied any or all of the privileges of the Association. If not a Member, be denied any or all of the privileges of the Association. Offender will be given notice and an opportunity to be heard, as hereinafter provided. Such additional or other penalties or restrictions on the exercise of the privileges of the Association as are deemed proper and appropriate may also be imposed.

2.7 Registrations and Transfers - If, in the opinion of the Executive Vice President, evidence is produced or exists which raises reasonable doubt as to the propriety of the registration or transfer of an animal, the proceeding or records of the Association with respect to such animal and its descendants may be temporarily suspended by the Executive Vice President. After notice and opportunity to be heard as hereinafter provided, the executive committee may deny any application for registration, or may expunge any existing registration or transfer found to be improper, or take such other steps as the nature of the case may require.

2.8. Animals with Genetic Defects of Other Conditions - If, under rules adopted by the Board of Directors, an animal is designated as carrying or possessing a deleterious genetic defect or other condition, the owner of such an animal shall be promptly notified of the designation. The Association may take such action prior to a final determination as it deems necessary concerning the designated animal in order to fulfill the Association's purposes of improving, promoting and developing the Paco-Vicuña breed.

ARTICLE III. MEETINGS OF MEMBERS

3.1 ANNUAL MEETING. There shall be an Annual Meeting of the Membership called by the Board of Directors. The Annual Meeting shall be attended by Members of the Paco-Vicuña

Association and Associate members only, as well as guest speakers at the invitation by Agreement of the majority of the BOARD. At the Annual Meeting of the Membership, the Members shall transact such business as shall properly come before them. Annual Meeting shall be conducted either in person at a central location, or by phone conference call.

3.2 SPECIAL MEETINGS. Special meetings of the Membership may be called by a majority vote of the Board of Directors, or by petition to the Board of Directors of not less than one-fifth of the Members having voting rights.

3.3 NOTICE OF MEETING. Written notice stating the place, day and hour of any meeting of the Membership shall be delivered by mail or email to Members of the Board at least three (3) days prior to notice being mailed or emailed to the General Membership with each Member having voting rights, of not less than twenty (20) and not more than forty-five (45) days before the date of the meeting. Such notice shall provide the opportunity for each Member to cast their ballot on the meeting agenda items. Any such notice shall state the purposes of the meeting.

3.4 QUORUM. Two-thirds of voting Members that are entitled to vote at any duly noticed Membership meeting shall constitute a quorum at such meeting. If a quorum is not present, a majority of the Members present may adjourn the meeting to a time certain without further notice.

3.5 MANNER OF ACTING. Two-thirds of the Members present and voting on a matter during a meeting shall be necessary for the adoption of the matter being voted on unless a greater proportion is required by law or the By-Laws. If a matter on the agenda of the Annual Meeting is submitted to Members, and the provision is made for voting by **email** or mail in ballot, a Member may vote by mailing their ballot to the Secretary or other designated person. No vote shall be counted unless postmarked or emailed by a date set by the Board of Directors, which date shall be indicated on the ballot. The ballots shall be counted prior to the meeting and the matter will be adopted if it receives the required votes for passage.

ARTICLE IV. BOARD OF DIRECTORS

4.1 GENERAL POWERS. The affairs of the Association shall be managed by the Board of Directors. The Board of Directors shall set policy, appoint Officers not elected by the Membership, and perform the duties as set forth in the By-Laws. The Board may, at their sole discretion, adopt the findings of any duly constituted committee or outside consultants. Directors must be Members in good standing of the Association.

4.2 NUMBER, TENURE, AND TERM. There shall be five (5) voting Directors. The Directors shall serve a term of three years, which terms shall be staggered so that no more than two Directors will be elected each year. In the third year, however, one Director shall be elected for a period of three years. In order to facilitate this change, the following elections must occur.

Year 1 --Two (2) Directors will be elected for three (3) years.

Year 2 --Two (2) Directors will be elected for three (3) years.

Year 3 --One (1) Director will be elected for three (3) years.

Year 4 -- Repeat of Year 1 above and so on thereafter.

All expired terms shall be filled by election at the Annual Meeting of the Membership, according to the provisions of Article 3.5 and Article 6. Directors may serve for an unlimited number of terms. All Board Members shall be elected pursuant to Article VI.

4.3 REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held annually; to the extent possible. All meetings shall be open to the Membership and/or Board-invited speakers, for the purpose of allowing the Board and the Membership to discuss issues of importance to the Association. The minutes shall be taken by the Secretary and be available in writing, to the Membership, within two weeks of said meetings.

4.4 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called at the request of three Directors or by the President. The Directors or President calling the meeting may fix the time, place and date of the meeting. Special meetings by means of telephonic conference are authorized, special meetings are open to members and associate members only, as well as invited Speakers as determined by the Board. Members shall be allowed to participate in telephonic meetings at their own expense. Minutes of any meeting shall be taken by the Secretary and be available in writing, to the Membership, within two weeks of the meeting date.

4.5 NOTICE. Notice of the time and place of any Special Meeting shall be given to each of the other Directors in person or by telephone or by email, in advance of the meeting or by written notice mailed with postage prepaid to the address of the Director as it appears in the records of the Association. Such notice must be mailed or emailed not less than the fifteenth (15) day before the day of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called nor convened. The purpose of the meeting shall be specified in the notice. A failure for any Director or Board member to respond to either a written notice, or emailed notice within the three-week notice period, shall be construed as a positive response in the matter contained in such notice. Should a board member fail to respond to Board Business within a 30 day period, without notifying the Board of their unavailability to respond in a timely fashion, the Board shall have the option for removal of that Board member for non-participation.

4.6 MAJORITY VOTE OF THE BOARD OF DIRECTORS. A majority of three (3) voting Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if a majority is not present, a majority of those present may adjourn the meeting to a time certain without further notice.

4.7 MANNER OF ACTING. The act of a majority of the voting Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or these By-Laws.

4.8 VACANCIES. Any vacancy occurring in any Directorship shall be filled by the remaining Directors even though less than a quorum of the Board of Directors is remaining in office. A Director appointed to fill a vacancy shall complete the unexpired year of his or her predecessor in office. The Board will place a call for nominations for an election, which shall be called at any time following the vacancy, or no later than the next general membership meeting to elect a Director for the vacant position.

4.9 COMPENSATION. Directors shall not receive a salary for their services, but by resolution of the Board, expenses of attendance, if any, may be allowed for attendance at each regular or Special Meeting of the Board. Any such compensation shall be budgeted for and approved by the Members at the Annual Meeting of the Membership. Directors shall be precluded from serving the Association in any other capacity and receiving compensation therefore.

4.10 RECALL OF DIRECTOR. A Director may be removed from office by a recall election. A Director may be removed by (2/3) two-thirds affirmative vote of all voting Members at the Annual Meeting or Special Meeting called for the purpose of a recall election where twenty percent of the Membership has signed a petition calling for a recall election at such meeting of the Membership.

A petition to recall a Director must be filed with the Board of Directors and the Secretary at least sixty (60) days before the date of the meeting. The notice of the meeting shall specify that the recall election will be on the agenda of the meeting. The recall election voting shall be governed by the Article 6.6.

ARTICLE V. OFFICERS

5.1 OFFICERS. Officers of the Paco-Vicuña Association include President, two Vice-Presidents, Secretary, and Treasurer who shall be Members in good standing. Executive Vice President shall be a Board-appointed position, and shall be paid a minimal salary, for the purpose of administering and maintaining the records of the PV Association and Registry.

5.2 PRESIDENT. The President shall be the Principal Executive Officer of the Association and shall in general supervise and direct all of the business and affairs of the Association with the advice and consent of the current Board of Directors. The President may sign, with the Secretary or any other authorized Officer of the Association, contracts or other instruments which the Board of Directors has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the By-Laws or by statute to some other Officer or Agent of the Association; and in general the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time-to-time. The President shall continue to be a Member of the Board of Directors and have full voting power. The President's term shall be for **three** years.

5.3 VICE-PRESIDENTS. In the absence of the President or in the event of his/her inability to act, the Vice-President (or in the event there is more than one Vice-President, the Vice-Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as from time-to-time may be assigned to him by the President or by the Board of Directors.

5.4 EXECUTIVE VICE-PRESIDENT. The Executive Vice-President shall be appointed by the Board of Directors to be the managing administrative and clerical Officer of this Association. The Executive Vice-President shall be empowered by the Board of Directors to act as the authorized

Representative of the Board in hiring, discharging, directing the duties, salaries, and other compensation of employees of the Association. The Executive Vice-President shall be the legal Custodian of all the books, papers, deeds, instruments and records of the Association and Registry, and shall appoint such employees as may be deemed necessary for the effective conduct of the business of the Association, and the maintenance of the herd books and records. The Executive Vice-President will not have voting rights as accorded to other Officers of the Board, and need not be a member of the Association, nor an owner of any Paco-Vicunas as is required to be a member of the PV Association. It is not mandatory that the Executive Vice-President attend board meetings or the general membership meeting. A second copy of all books, papers, deeds, instruments and records of the Association, as determined to be necessary shall be maintained by the Treasurer of the Association.

5.5 TREASURER. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies paid to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board of Directors and in general perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall give a full and comprehensive Annual Report of the financial standing and affairs of the

Association to the Membership at the Annual Meeting. The Treasurer shall also maintain and hold safe copies of all the books, papers, deeds, instruments and records of the Association and Registry, and shall appoint such employees as may be deemed necessary for the effective conduct of the business of the Association, and the maintenance of the herd books and records.

5.6 SECRETARY. The Secretary shall keep meeting minutes of the Board of Directors, Annual Meetings, and Special Meetings in one or more books provided for that purpose. The Secretary shall submit the minutes to all membership as well as any state affiliates within fourteen days, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, be custodian of the Association records including current Membership records unless otherwise designated by the Board, keep a register of the post office address of each Director (which shall be furnished to the Secretary by each Director) and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

5.7 COMPENSATION. Officers shall not receive a salary for their services, but by resolution of the Board, expenses of attendance, if any, may be allowed for attendance at each regular or Special Meeting of the Membership. Any such compensation shall be budgeted for and approved by the Members at the Annual Meeting of the Membership. In the case of the Secretary and President, compensation for his or her attendance of regular and Special Board Meetings may also be so budgeted and approved.

5.8 REMOVAL. An Officer may be removed by an affirmative vote of four (4) Members of the Board of Directors whenever in its judgment the best interests of the Association would be served thereby. The Membership may remove an Officer by the same procedure provided in Article 4.10.

5.9 VACANCIES. A vacancy in any Office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment of the Board of Directors for the unexpired portion of the term, or left vacant if the duties of that position may be fulfilled by another Director. The vacated position will be put forward for nominations and an election held at the next annual meeting of the membership.

ARTICLE VI. NOMINATION AND ELECTION PROCEDURES FOR BOARD OF DIRECTORS AND OFFICERS

6.0 NOMINATION COMMITTEE. The Board of Directors and President shall provide for the appointment, at least six (6) months before the Annual Meeting, of three (3) Members of the Association, none of whom shall be a Director, to constitute a Nomination Committee. The Committee shall actively recruit and nominate candidates for election as Directors for the ensuing terms. The nomination Committee shall recruit and nominate at least two (2) candidates for each vacancy of the Board. They shall prepare the ballots and email or mail them to all voting Members.

6.1 NOMINATION BY PETITION. Fifteen (15) or more of the voting Membership in good standing of the Association may nominate one or more candidates for Director(s) by a petition delivered to the Nomination Committee not less than 100 days prior to the Annual Meeting.

6.2 QUALIFICATIONS, STATEMENT OF CANDIDACY. All nominees must be Members in good standing of the Association. Nominations shall be closed not later than two (2) months before the first day of the Annual Meeting. The Nominating Committee may request that the nominees individually submit a statement on behalf of their candidacy no later than six (6) weeks before the first day of the Annual Meeting. The form of the statement and its distribution to the Membership shall

be established by the Nominating Committee, which shall decide any question of compliance with standards that the committee may establish with respect to such form.

6.3 INSPECTOR OF ELECTIONS. The Nominating Committee may appoint an Independent Inspector of Elections, who shall supervise the election, count the ballots, tabulate the results, and report in writing to the Membership and the Board of Directors the names of those elected. The Inspector of Elections shall be a Member of the Association in good standing and not an Officer, Board Member, nor Candidate. If an Inspector of Elections is not designated, the Executive Vice President of the Association shall assume the duties of the Inspector of Elections. The candidates may request and receive the number of votes received by each candidate. Each candidate may designate an observer to be present during the vote count. Ballots and the tabulation of results shall not be destroyed for at least two (2) years after an election. In the event of a vote by voice, conducted during a Membership Phone Conference meeting, the vote shall be tallied by voice, and the vote recorded by the Secretary of the Association.

6.4 BALLOT. At least four (4) weeks before the Annual Meeting, a ballot containing the names of the nominees shall be mailed or emailed by the Nomination Committee to each Member of the Association entitled to vote. The ballot may be accompanied by the statement of each nominee in a form approved by the Nominating Committee.

6.5 VOTING PROCEDURE. Each voter shall exercise his right to vote by mailing the ballot to the Inspector of Elections. No ballot by mail shall be counted unless postmarked by the date set by the Inspector of the Elections, which date will be indicated on the ballot. Procedures for balloting by mail shall be established to assure the secrecy of each Member's vote.

6.6 ELECTION. The Inspector of Elections or the President may complete the election and announce the results as soon as practical after the election but prior to the conclusion of the Annual Meeting.

ARTICLE V. COMMITTEES

7.1 COMMITTEES. The Board of Directors, by resolution adopted by a majority of the Directors, may designate and appoint one or more committees, which may include one or more Directors where appropriate. These committees, to the extent provided in said resolution, shall have and exercise authority as specified by the Board of Directors. Except as otherwise provided in such resolution, Members of each such committee shall be Members of the Association and the President of the Association shall appoint the Chair Member thereof with approval of the Board of Directors. Any Member thereof may be removed by the President whenever, in their judgment, the best interest of the Association shall be served by such removal. The designation and appointment of any such committee and the delegation-thereto of authority shall not operate to relieve the Board of Directors, or Officer, or any individual Director, of any responsibility imposed upon it or him by law.

7.1.a PURPOSE. To discharge the tasks assigned to the committee by the Board of Directors. The findings and recommendations of the committees shall be promptly reported to the Board of Directors.

7.2 ADVISORY COMMITTEE. The Board of Directors may decide to establish an Advisory Committee. The Advisory Committee shall consist of one representative of each PVA State Affiliate. Members of the committee shall serve for one year, with renewable terms and be chosen by their State Affiliates' Membership. The committee may make recommendations to the Board of Directors on any matter affecting the Association and may act upon matters delegated to it by the Board of Directors. No Member of the Board of Directors shall serve on this committee during his Board term. Members of the Advisory Committee must also be Members of the Association.

7.3 CHAIRMAN. One Member of each committee shall be appointed Chairman by the President with approval of the Board of Directors.

7.4 VACANCIES. Vacancies in the Membership of any Committee may be filled by appointments made in the same manner as provided for in the case of the original appointments.

7.5 QUORUM. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE VI. STATE AFFILIATES

8.1 STATE AFFILIATES. Members of the Association who reside in the same state may form a State Affiliate of the Association. The Board of Directors may grant recognition as a State Affiliate to any group of Association Members who petition the Board for recognition.

8.2 SIZE. Affiliates may form with any minimal Association Membership size.

8.3 REVOCATION OF STATUS. The Board of Directors, by majority vote, may suspend or revoke Affiliate status if: in the judgment of the Board, such action is in the best interests of the Association. Such action shall not affect the standing of the individual Members as Members of the Association. The Board shall not suspend or revoke Affiliate status until the following conditions are met:

- a. Written specification of the grounds upon which the proposed action is to be based have been furnished to the Members of the Affiliate.
- b. Reasonable opportunity, but not less than thirty (30) days after mailing of the written specifications called for in 8.3(a) shall have been provided for Members of the Affiliate to present evidence in opposition to the proposed revocation with a full opportunity to be heard at the meeting where the vote is taken.

8.4 No State Affiliate is authorized to act or speak on behalf of the Association, to represent the Association in any matter, or to bind the Association to any contract or obligation, unless the State Affiliate first receives specific authorization in writing from the Board of Directors.

ARTICLE IX. BOOKS, RECORDS AND BUDGETS

9.1 RECORDS AND RIGHT OF INSPECTION. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members and Board of Directors and shall keep at its registered or principal office a record giving the names and addresses of the Members entitled to vote. All financial information, paco-vicuna registration information (excluding specific UC Davis DNA Case numbers and genetic markers) available fiber analysis and EPD Data, as well as all books and records of the Association may be inspected by any Member, or his agent or attorney, for any purpose at any reasonable time. The Directors shall cause the financial books and records of the Association to be certified annually by a Certified Public Accountant. A copy of financials, paco-vicuna registration (excluding specific UC Davis DNA Case numbers and genetic markers) shall be mailed or emailed to the Members annually. Furthermore, the financial report shall be open for discussion as an agenda item at the Annual Meeting of the Membership. The records of Members' contact information shall remain private,

and unlisted, unless said member has agreed to a public listing in the Membership Directory and/or PVA website. Owners who are not members will not ever have their private information or contact information distributed.

9.2 BUDGET. The Board shall cause to be created an Annual Budget for the operation of the Association which shall be submitted to the Members at the Annual Meeting for their approval.

ARTICLE X. INDEMNIFICATION

10.1 INDEMNIFICATION. The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that the person is or was a Director, Officer, employee or Agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or Agent of another corporation, against expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit or proceeding if the person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

ARTICLE XI. PARLIAMENTARY AUTHORITY

11.1 The proceedings at all meetings of the Membership and the Board shall be governed by Roberts Rules of Order unless otherwise specified by the By-Laws.

ARTICLE XII. DISSOLUTION

12.1 DECISION TO DISSOLVE. The dissolution of the Association may be authorized at a meeting of the Membership upon the adoption of a resolution to dissolve by a 4/5 majority vote.

12.2 PAYMENT OF LIABILITIES AND DISTRIBUTION OF ASSETS. Upon dissolution, all liabilities and obligations of the Association shall be paid, satisfied and discharged, or adequate provisions shall be made therefore and then the remaining assets shall be liquidated and distributed to a non-profit fund, Association or corporation that is organized and operated exclusively for charitable, scientific or educational purposes and that has established its tax exempt status under 501(c) (3) or Section 501 (c) (5) of the Internal Revenue Code. The specific organizations shall be chosen by the Board of Directors at the time of dissolution.

ARTICLE XIII. AMENDMENT

13.1 PROCEDURE. Amendments to the By-Laws may be proposed to the Board of Directors and notice will be made to Members in writing. The By-Laws may be amended by (2/3) two-thirds affirmative vote of all voting Members at the Annual Meeting, including votes cast by mail, and/or email of the all Members entitled to vote. Notice that such business is one of the purposes of the Annual Meeting shall be given in advance to Members in the same time and manner as provided

for Notice of Meetings, (Section 3.3). A copy of any proposed amendment of the By-Laws, including any recommendation the Board of Directors may wish to make on the amendment, shall accompany the notice of the meeting. Members may vote on a proposed amendment of the By-Laws by voting at the meeting or by mail. Votes cast by mail and/or email on a proposed amendment shall count for purposes of determining a quorum at the meeting. The Articles of Incorporation of the Association may also be amended by the procedures in this Article. The Board of Directors can adjust the Rules and Regulations Part II and Glossary of Terms Part III as necessary with a majority vote.

13.2 AMENDMENT OF BY-LAWS AT ANNUAL MEETING. Any proposed amendment of the By-Laws shall be submitted to the Board of Directors not less than forty five (45) days before the Annual Meeting.

Rules & Regulations

Part II

Section I

Herd Books and Records:

1. Paco-Vicuña Herd Book - The Executive Vice President shall maintain and preserve in the Association office a Paco-Vicuña Herd Book, in which all records of pedigree, identification, sex, date of birth, owner and such performance data submitted on all Paco-Vicuña animals offered for recording will be kept.

Section II

Registration

1. The registry may be declared open or closed to registration of Paco-Vicuña that do not have two registered parents. Offspring from an unregistered parent and/or Parents, whose lineage can be traced back to a registered parent and/or parents, cannot be registered unless all animals in that traced lineage are also registered. No current North American animal may be registered with "Unknown Parentage". Closing or opening the registry requires a majority vote of the Board of Directors. The Board of Directors may only close the registry 100 days after they vote to do so. This prevents a hardship upon the importer or person trying to register an animal.
2. Registration of Paco-Vicuña that do not have two registered parents require the following criteria be met. This criteria may be changed from time to time by the Board of Directors:
 - a. Not allowed during "closed period".
 - b. An **\$350.00** application fee will be charged per animal that is non-refundable regardless if the animal passes or fails.
 - c. All animals will go through a screening process in their country of origin, this prevents animals being imported and not allowed to be in the registry.
 - d. Screeners will be selected by the Paco-Vicuña Registry. Screening will be done by a phenotypical (knowledgeable farmer and breeder of Paco-Vicuña) screener and a veterinarian screener. The Paco-Vicuña Registry will hire and pay the screeners. The Paco-Vicuña Registry will be reimbursed by the applicant for all screening and travel expenses paid to the screeners related to the screening.
 - e. The following is a list of some of the criteria that will be applied to each animal:
 - i. Microchip (Registry's choice of brand) at base of left ear.
 - ii. Fiber diameter must be ~~22~~ 17 microns or less, if the animal is 2 years or older. A fiber sample will be taken at screening by the phenotypical screener and will be sent to the testing lab at Yocom McColl in Denver Colorado for micron testing. Test results will only be sent by Yocom McColl to the registry and are the property of the registry.
 - iii. Fiber density will be considered by the phenotypical screener and the animal must be somewhat dense in the opinion of the screener.
 - iv. Conformation and soundness will be scored by the phenotypical screener.
 - v. DNA sample will be taken by the phenotypical screener.
 - vi. The veterinarian screener will assess major defects as can be determined by a physical examination.
 - f. A scoring system shall be further developed for screening by the Board of Directors.
 - g. Must also meet all the "Requirements for Registration of Paco-Vicuña that have a sire and dam already registered" except in the case of imported Paco-Vicuña the DNA qualification of parents as the parents are often unknown. No existing North American animal will be permitted to be screened in with "Unknown Parentage".

3. CATEGORIES OF REGISTRATION. Paco-Vicuna registration shall include the categories of “BREEDING STOCK” and “NON-BREEDING STOCK”. Non-Breeding stock shall be registered at a decreased fee, to encourage compliance with registration and collection of fiber and genetic data. Breeding Stock may be re-categorized as Non-Breeding stock, but Non-breeding Stock MAY NOT be re-registered as Breeding Stock, without the written and notarized approval of the original breeder of that animal. Re-classification of “Non-Breeding” status to “breeding” status will also require payment of a full registration fee. In the event of the death of the original breeder of the “non-breeding” animal, reclassification to “breeding Stock” may be obtained with unanimous approval of the Board of Directors as well as payment of the full registration fee.

Requirements for Registration of Paco-Vicuña that have a sire and dam already registered:

1. Application for registration must be initiated by the present owner.
2. Fill out application in its entirety. Incomplete applications may result in significant delays.
3. Include appropriate fee in U.S. funds in the form of check or money order.
4. describe colors of the animal with the terms: **white, beige, light vicuna, medium vicuna, dark vicuna and mahogany.**
5. If animal is registered in another registry, please provide a copy of certificate.

Naming Rules

1. Name can be no more than 35 characters including spaces and punctuation marks.
2. Name must begin with a letter.
3. Names must differ by at least one letter from all other names in the Registry.
4. Names must not use the business names or identifiers of other breeders and owners. Names should not refer to any other business name or identifier (Vicuña, Paco-Vicuña, Alpaca, Llama, Guanaco or otherwise) other than that of the breeders/owners own business name.

DNA Testing

1. All newly registered Paco-Vicuñas must be DNA tested.
2. The Paco-Vicuña Registry uses hair samples (sent to UC Davis Genetic Lab).
3. Hair sample method: Take 4 **or more** plucks of 10-15 hairs each next to the skin. Should be the coarsest fiber from under side of tail (i.e. - normal method is to wrap hair around finger and jerk out).
4. Place all 4 plucks in same zip-lock plastic bag. Label bag with animal name and farm name.
5. Testing of DNA is done by UC Davis Genetic Lab (send sample to the Paco-Vicuña Registry with the registration form).
6. Registered parents DNA must qualify as the parents.

Microchip - The Paco-Vicuña Registry requires permanent identification by microchip (usually implanted at the base of the left ear) due to physical similarities of many Paco-Vicuñas.

Performance Data - Reporting performance data by all breeders on all Paco-Vicuña is required, as it is this data that serves as the basis for the breed’s genetic evaluation program. All such genetic data shall be submitted through age 6 years of the paco-vicuna, and analysed and maintained by the Paco-Vicuna Association and the contracted services of Colorado State University.

**Section III
Transfers**

Every change of ownership of each animal recorded in the Paco-Vicuña’s herd book must be officially processed through the Association office.

- h. The seller of registered Paco-Vicuña must provide the buyer with a list of each animal’s registration number and initiate the official transfer of the papers through the Paco-Vicuña Registry. The seller is solely responsible to apply for transfers, pay transfer fees and return certificates to the Association for all animals sold. The seller is responsible for checking microchip number of each animal and making sure the

- papers for each Paco-Vicuña match their microchip number. Each breeder is responsible for informing the office of all animals sold without registration papers.
- i. It is the buyer's responsibility to confirm that the microchip number and other identification on the animals correspond to the data on the certificate received from the Association. Any discrepancies should be reported to the Association.
2. Transfer of Recorded Animal:
 - a. All recorded animals may be transferred by use of the Application or Transfer form on the reverse side of the registration certificate.
 - b. If the dam is transferred with cria at side, the owner of the dam when the cria was born must identify the cria by the microchip number and apply for registration and transfer on an application for entry form. The owner of the dam at the time the cria is born must record the cria.
 3. Date of Transfer - The transfer date shall be the date the animal leaves the seller's property.
 4. Transfer of Registration Certificate Without Signature of Owner - Whenever legal title to a registered animal passes to another by reason of death of the recorded owner, by reason of foreclosure of any lien or by any order or decree of court, or otherwise by operation of law, the Association may transfer the registration of such animal to the new owner:
 - a. Upon order of a court of competent jurisdiction or other satisfactory proof of authority for the transfer;
 - b. Upon payment of the transfer fee and reasonable cost and expenses of investigation; and
 - c. Upon satisfaction of such other requirements as may be defined by the Association.

Section IV

Error, Fraud and Responsibility

1. Erroneous Entry - Should any animal be admitted to entry or transferred through error, misrepresentation or fraud, the executive committee on discovery of same shall declare the entry or transfer void, together with any entries that may have been made of descendants of such animals. When an animal has been transferred or entered through misrepresentation or fraud, the executive committee may direct the Executive Vice President to refuse to record any subsequent entry or transfer until that person has had their right to a hearing and appeal as stated in Article V of the bylaws.
2. Prohibited Acts:
 - a. No Member shall offer to the Association for registry or transfer any animal which such Member knew or should have known was not eligible for registry or transfer.
 - b. **No Member shall represent any animal owned or managed by such Member to be a registered Paco-Vicuña unless it is registered in the Association.**
 - c. Without in any way limiting any of the foregoing provisions, no Member shall (1) represent an unregistered animal as a registered Paco-Vicuña; (2) represent one registered Paco-Vicuña as another registered Paco-Vicuña; (3) sell or offer for sale as a registered Paco-Vicuña an animal which is neither registered nor eligible for registry as a Paco-Vicuña.
 - d. No Member shall indulge in any practices in the breeding of Paco-Vicuña or in the maintenance or lack of maintenance of records, which will impair the reliability of the records of the Association.
 - e. No Member shall furnish to the Association or to any of its Officers, staff or other authorized representatives, information with respect to an animal if the information is not true and correct to the best of the information and belief of said Member. Information with respect to an animal includes, but is not limited to, any material fact as to name, sex, date of birth, description, breeder, owner, sire, dam or identification of said animal.
 - f. No Member shall refuse any reasonable request to assist the Association, its Officers, committees or agents in locating, identifying and inspecting any animal or an ancestor thereof in such Member's ownership or control, which has been registered or for which application to register has been made, and no Member shall refuse to an-

- swer promptly and truthfully any Association inquiry concerning any such animal or ancestor thereof.
- g. No Member shall refuse an Association request for the return of a registration certificate, either before, after or pending the hearing to determine eligibility for continued registration or participation privileges in Association approved events.
 - h. No Member shall conspire with another person or persons to intentionally violate the rules of the Association, including the provisions of these bylaws, and no Member shall knowingly contribute to or cooperate with another person or persons, either by affirmative action or inaction to violate the rules of the Association, including these bylaws.
 - i. No Member shall do anything detrimental to the interest of the Association or to the programs, policies and objectives of the Association or the harmonious relationship of its Members as determined by the Executive Committee of the Board of Directors.
 - j. No Member shall do any other act which in the opinion of the Executive Committee or the Board of Directors may be prejudicial to the best interest of this Association or of the Paco-Vicuña breed.
 - k. It will be assumed, that all members submitting fiber samples to Yocom-McColl Fiber Testing Labs for micron analysis are agreeing to have the fiber data from Paco-Vicuna registered animals to be included in the EPD analysis as sponsored and maintained by the Paco-Vicuna Association and Registry. This permission is automatic and agreed upon, unless specifically requested by the owner to not be included
3. Responsibility - Every certificate of registration or transfer of ownership is based on statements in the application thereof; the Association shall never be responsible for damages which may be caused by any certificate issued on erroneous or fraudulent information, or damages arising out of any action taken under the provision of the rules and regulations.
 4. Responsibility for Recording - The first owner of a Paco-Vicuña animal (owner of dam when animal is born) is responsible to accomplish the recording of the animal. The second owner can record the animal as long as the original owner approves the recording along with a Member of the Board of Directors.

Section V

Genetic Defects and Abnormalities

1. Reporting - In order to maintain a viable breed relatively free of undesirable genetic factors or other conditions, and to ensure that today's breeding practices will help tomorrow's animals stay free of undesirable traits, every Association Member or owner of animals registered with the Association, shall have the duty to report to the Association any occurrence or evidence of any abnormal condition or genetic defect in such person's animals. The duty to report arises upon the receipt by or knowledge of an owner of any information that would lead a person to inquire into the possibility that an animal carries or possesses a genetic defect or other condition.
2. Monitoring - The Executive Committee shall receive, keep on file and monitor all information concerning genetic abnormalities or other conditions of any animal registered with the Association. The file shall be cross-referenced by sire, by breeder and by abnormality. The Executive Committee may designate animals as "Under Investigation" in any manner it deems necessary or convenient. This is not a final action and does not designate an animal as a proven carrier.
 - a. Each case will be handled on an individual basis. The owner reporting a genetic abnormality or other condition, and the Association, will be informed of any findings, diagnosis or test results. An effort will be made to diagnose all cases whether the problem is genetic or caused by other factors or conditions.
 - b. When evidence is available that an animal is a possible carrier of a deleterious genetic factor or other condition, the owner of the animal, the owner of the animal's parents and the owners of the animal's direct progeny will be notified in writing by the Association. Before taking final action, the owner of the subject animal and the owner of the

animal's parents and the owner of direct progeny will be given the opportunity of a hearing before the Executive Committee. Owners of direct progeny will only be notified if the animal has at least one registered progeny in the last two years.

3. Definition and Special Action - A deleterious genetic factor or other condition is defined as one that causes death or impairment of the usefulness of the animal. The Board of Directors shall, from time to time, based upon the advice of its scientific advisors, determine what deleterious genetic factors or other conditions will receive special attention and monitoring.
4. Classification - The Association shall release or publish, in any convenient or necessary manner as it determines, information regarding any animal that has been classified as a "proven carrier" of a deleterious genetic factor or factors the animal possesses. Without the Association or any of its officers, directors, employees or agents becoming liable for damages or otherwise for such release and disclosure, the Association may release and disclose such information to any of its Members, to others who register animals, transfer registration certificates or otherwise use the privileges of the Association and who may request the same.
 - a. The Board of Directors, with the advice of its scientific advisors, will determine the criteria by which an animal shall be classified a "proven carrier" for each deleterious genetic factor or other condition.
 - b. The expense of any test or tests to determine whether an animal is "proven clean" or a "proven carrier" will be the responsibility of the owner of the animal.
5. Ethics - The Association considers it an unethical practice to offer for sale a breeding animal from an animal registered with the Association which is known to carry a deleterious genetic factor or other condition, as defined by the Association, without first informing the potential buyer or buyers of this fact. Any advertising, descriptive material or pedigree initiated by the owner of any animal which is a "proven carrier" of a detrimental genetic factor or condition, as defined by the Association, shall include a statement identifying the deleterious genetic factor or other condition which the animal in question possesses. Any effort to conceal such information is considered to be equally unethical. Any person who had engaged in such unethical practice may be subject to suspension or expulsion from Membership and from denial of use of the Association.

Part III

Glossary of Terms

A

Accuracy — the level of reliability of an EPD. Accuracy may be reported as a number ranging from 0.0 to 1.0 with 1.0 being the most reliable, or as either “P” or “P+”. “P” designates that only the animal’s pedigree has been used to calculate the animal’s EPD, whereas “P+” means that the animal’s pedigree and actual performance has been used. The more data used in calculating an EPD, the higher the accuracy value.

Adjusted Weaning Weight — Weight adjusted to 205 days of age and for age of dam.

Adjusted weight — a weight that has been mathematically calculated to reflect what an animal’s weight would have been if the animal was raised under a standard set of conditions and measured at a given age.

Animal Model — the model currently used for calculating EPDs in the Paco-Vicuña breed. It takes into consideration all known information on an animal, such as performance, the EPDs of close relatives, and the performance of the individual’s progeny.

Application for entry — form used for registering Paco-Vicuña.

Artificial Insemination (AI) — the artificial breeding of dams with fresh or frozen semen previously collected from a sire.

Average Daily Gain — the measurement of daily change in an animal’s body weight.

B

Birth group — all animals born within a 90 day period. All animals within a contemporary group are of the same birth group.

Breeding Value — The genetic value of an animal for a performance trait. Half of an animal’s breeding value is derived from each parent.

C

Carrier — a heterozygous individual having one dominant gene and one recessive gene for a given gene pair. In the case of a simple recessive (such as protoporphyria) carriers will not show outward signs of the recessive but, when mated to one another, will produce on average 25 percent affected offspring.

Cellulose — fibrous constituent of plants that are made available for digestion by the ruminant by micro-organisms within the rumen.

Chromosome — molecules of DNA that carry the genetic coding for animals.

Conception — the moment of fertilization of an egg cell by a sperm cell.

Condition — degree of fatness or fleshiness of an animal.

Contemporary group — refers to all animals of the same sex and percentage Paco-Vicuña, that were born within a span of 90 days, managed under similar conditions, and weighed on the same day. Comparisons among animals of the same contemporary group are used in processing performance data and calculating expected progeny differences.

Correlation — A measure of how two traits vary with one another. Correlations range between +1.0 and -1.0. A positive correlation indicates that as one trait increases in value, so to does the other trait. A negative correlation, likewise, indicates that as one trait increases in value, the other trait decreases. The strength of the relationship is evidenced by how closely the correlation coefficient approaches the extremes of the scale (+/-1.0).

Creep feed — supplemental feed given to nursing crias to promote proper health, growth, and digestive tract development.

Cria Crop — all crias born in a herd for a particular cria season.

Cryptorchid — a male, often infertile, that has had one or both testes fail to descend from the body cavity into the scrotum.

Culling — the process of eliminating less productive or less desirable animal from the herd.

D

Dam — the female parent of an animal.

Dam Summary — a form available from the Association which lists the current EPDs available on a dam, the performance record of her progeny, the average ratios and weights of her progeny, and her MPPA.

Dominant — a gene that, when present, fully or partially masks the appearance of a recessive gene. For simple recessive traits, the recessive cannot be detected in the presence of a dominant.

Donor Dam — a female that is super ovulated and bred to a superior sire in order to produce a number of eggs for embryo transfer.

Dystocia — term referring to difficulties experienced during birthing. Dystocia is most commonly the result of an unfavorable relationship between cria size and pelvic area.

E

Embryo transfer — the procedure of harvesting fertilized eggs from the reproductive tract of one female (donor) and transplanting them to another dam or group of dams (recipients).

EPD (Expected Progeny Difference) — the predicted performance of an animal's progeny in relation to the breed's average performance in a trait for a defined (base) year. EPDs can be used to compare the genetic merit of animals or matings.

F

F1 — term referring to the first generation progeny of a mating or mating system.

Fault — non-lethal abnormality found in an animal.

Fetus — the developing unborn cria from the 30th day of pregnancy to birth.

First owner — the Membership owning the dam at the time she gave birth to the animal to be recorded. An animal may only be registered by its first owner or the lessee of the dam to which it was born.

Flushing — term referring to the harvesting of live embryos from the reproductive tract of a dam with the intention of transplanting those embryos to another dam for the remainder of gestation.

G

Gene — the basic unit of heredity found on chromosomes. Genes occur in pairs and interact with one another to produce the phenotypic expression of the specific trait for which they code.

Generation Interval — average age of the parents when the offspring destined to replace them are born. A generation interval represents the average rate of turnover of the herd.

Genetic Evaluation — a summary of all the performance data of all the animals in a breed for the purpose of comparing animals within that breed.

Genotype — the genetic make-up of an animal.

Gestation — period of pregnancy from conception to birth. The average gestation length in Pácu-Vicuña is 345 days.

H

Half-Sibs — individuals having the same sire or dam

Herd inventory — an itemized listing of the animals in a producer's herd.

Heritability — the portion of an expressed trait that is due to an animal's genetic make-up (genotype) rather than environment.

Heritability Estimate — an estimate of heritability expressed in units from 0.0 to 1.0. The higher the heritability value, the higher the portion of the expressed trait is due to genetics. For example, coat color carries a heritability of 1.0.

Heterosis (Hybrid Vigor) — the increased performance or superior qualities resulting from the crossing of two breeds.

Heterozygous — when genes of a specific pair are different in an individual.

Homozygous — when genes of a specific pair are alike in an individual.

Hypertrophy — growth due to an enlargement of the cells of a tissue.

Hyperplasia — growth due to an increase in cell numbers.

I

Inbreeding — the mating of two closely related individuals in order to maintain certain traits of the parents in the resulting progeny.

L

Lactation — the secretion and let down of milk from the udder of nursing or milking dams.

Line breeding — a form of breeding program that is designed to maintain the inheritance of a certain desirable individual in the pedigree.

M

Management codes — letter codes that refer to the means by which an animal or group of animals was managed from birth to weaning. The codes are:

D = Dam only, no creep

C = Dam with creep for 6 weeks or more

F = Foster dam, no ratios

W = Raised without a dam

These codes are used to assign animals to contemporary groups.

Microbes — micro-organisms in the ruminant stomach that break down cellulose and other nutrients to produce volatile fatty acids for energy use by the animal. These microbes include bacteria, protozoa, and fungi.

Microchip — unique number recorded on a chip that is implanted into an animal.

Milking Ability EPD — the pounds of cria weaned that is due to the dam's milk. In males, milking ability EPD predicts the potential for that sire's daughters to wean heavy crias due to their ability to produce milk.

Most Probable Producing Ability (MPPA) — an estimate of a dam's future productivity for a trait based on her past productivity. MPPAs are valid for comparison within the herd only.

Multiple Application for Entry Form — form designed for Paco-Vicuña breeders to register and report data on a group of animals at one time.

N

Notification of Paperwork Delay — pink letter sent out to those who have made an error or left out information when applying for registration. The notification of paperwork delay letter must be signed and returned with the necessary corrections or missing information for the application for registration to be further processed.

O

Omasum (manyplies) — compartment of the ruminant stomach responsible for water retention.

Ovulation — the rupture of a mature follicle on the surface of the ovary resulting in the release of the egg (ovum).

P

Parent Verified — refers to animals that have had both parents identified by DNA testing. Parentage verification is performed on all animals registered.

Pedigree — a record of the ancestors of an animal.

Performance Data — the record of an individual animal for specific traits such as birth weight, weaning weight, yearling weight, etc.

Performance Record — a form available from the Association which lists the animal's individual performance, ratios, EPDs, and its pedigree.

Phenotype — all of an animal's physical characteristics that may be influenced by both environment and genetics.

Postpartum — after birthing.

Post weaning Average Daily Gain — the average daily gain of an animal between weaning and yearling weights.

Prepotency — refers to the ability of an animal to transmit its own characteristics to its offspring.

Progeny — the offspring of an animal.

Progeny Testing — the evaluation of the genotype of an animal based on a study of its progeny.

Prolapse — the expulsion of the uterus or rectum of an animal typically due to stress. Uterine prolapse is most common shortly after birthing.

Proven Sire — a sire who has a number of recorded progeny and whose EPDs have reached a high level of accuracy.

Q

Qualitative Trait — those traits for which there is a sharp distinction among phenotypes (i.e. coat color, sex).

Quantitative Trait — traits that do not have a clear distinction among phenotypes and can be measured in terms of units. Examples include weaning weight, hip height, and average daily gain.

R

Ratio — numerical comparison of an animal's individual performance with that of their contemporaries. It is calculated by dividing the animal's performance by the average of its contemporary group and multiplying by 100.

Recessive — a gene that only appears phenotypically when paired with a like recessive gene.

Recipient dam — any dam implanted with a live embryo from a separate mating in order to give birth to and raise the resulting cria.

Reference Sire — a sire designated to be used as a benchmark in progeny testing other sires. Progeny by reference sires in several herds enable comparisons to be made between sires not producing progeny in the same herd or herds.

Roughage — high fiber feed stuff such as hay or silage that maintains the health and integrity of the rumen.

Rumen — the fermentation vat of the digestive tract where microbes digest forages. The rumen makes it possible for animals to utilize grass whereas humans or pigs cannot.

S

Selection Differential — the difference between the average for a trait of the selected animal and the average of the group from which they were selected. As the selection differential for a trait increases, so too does the expected response to selection for that trait.

Single Trait Selection — the practice of selecting for maximum improvement in a single trait.

Sire — the male parent of an animal.

T

TDN (Total Digestible Nutrients) — refers to the percentage of a feedstuff that is digestible.

Transfer — process of transferring the registration papers of an animal from one owner or partnership to another.

V

Variance — the variation seen in a trait.

W

Weaning group — all contemporaries weaned on the same date. A weaning group should not include animals older than 250 days or younger than 160 days.

Weight Per Day of Age — refers to the weight of an animal divided by the age.

Y

Yearling — cria approximately one year of age.

Yearling Group — all contemporaries weighed on the same date. A yearling group should not include animals older than 450 days or younger than 330 days.