

GYPSY HORSE REGISTRY OF AMERICA, INC. GENERAL RULES AND REGULATIONS

Amended January 1, 2023

GENERAL RULES AND REGULATIONS GYPSY HORSE REGISTRY OF AMERICA, INC.

I. MEMBERSHIP

- A. Individual Membership: Applications for individual membership, as defined in Article IV of the Bylaws, shall be made to the Secretary of the Association on forms provided therefore and available from the GHRA office. Dues for the current year must accompany the application; Membership expires December 31st of each year. All such applications shall be promptly recorded by the secretary who shall issue a membership card to each applicant. Questionable applications shall be submitted to the Board of Directors.
- B. Rights and privileges of Individual Members not available to non-members include:
 - 1. Listing in the published GHRA Membership List.
 - 2. Listing in the annually published GHRA Breeder's List (must have one GHRA registered stallion or mare).
 - 3. Listing on the Society website Breeder's List (must have one GHRA registered stallion or mare).
 - 4. Quarterly Society magazine
 - 5. Participation in Society general proceedings and elections (must have a GHRA registered horse to vote).
 - 6. Reduced Fees.
- C. This section intentionally left blank
- D. While in good standing, all members shall have equal rights, interest and responsibilities with respect to the GHRA and its property; shall obey and be bound by all Bylaws, Rules and Regulations of the GHRA, and decisions or actions of the Board of Directors; shall have floor privileges; and shall have the right to hold committee assignments, except as otherwise limited. The right to vote and hold office shall be by class of membership held.
- E. Individuals who are non-members, but who own Gypsy Horse Registry of America registered horses, file registration applications and other documents with the GHRA or participate in GHRA events, by such actions and in regard to such transactions, do thereby agree to be bound by all Bylaws, Rules and Regulations of the Association and decisions and actions of the Board of Directors. Non-members may participate in GHRA recognized shows on the condition that the non-member shall comply with all rules governing such shows, including but not limited to the rules contained herein and all rules that are applicable to the particular show in question

II. OFFICER LIMITATIONS

No Officer or Director of the GHRA shall bring any suit or action against the GHRA while in office. Any Officer or Director of the GHRA who brings any suit or action against the GHRA will immediately be removed from office.

III. LITIGATION

- A. The GHRA has adopted the following provision for the mutual benefit of members and with the intention of reducing the GHRA's litigation expenses, which expenses would ultimately be borne by members and non-members participating in GHRA activities.
- B. Every member, by joining the GHRA, or non-member, by purchasing GHRA registered horses, filing registration applications or other documents with the GHRA, or participating in GHRA's approved events, does thereby agree: If unsuccessful in an attempt to overturn GHRA's decisions, actions, rules or regulations, to reimburse the GHRA for its reasonable attorney's fees, court and other expenses in defense of such suit.

IV. FEES

All fees required by the GHRA are to be paid in U.S. dollars. All foreign fees shall be in international money order or bank draft in U.S. dollars; all Canadian fees are to be payable in U.S. dollars.

V. RECORDS

A. Individual Personal Requirements

Any person subject to these rules and regulations may be required to supply any information and documents that the GHRA may determine to be necessary with respect to the registration of horses or the transfer of registration certificates.

- 1. Record Keeping
 - Complete and accurate records of breeding (hand and pasture breeding), foaling, etc., must be kept in permanent form by owner of horses, and these records must be made available to the GHRA as may be determined necessary with respect to the registration of horses or the transfer of registration certificates.
- 2. Failure to Keep or Show Records

If the GHRA determines that no systematic and satisfactory plan for keeping records is in use, or if no records are made available upon the GHRA's written request for compliance, the GHRA may, for up to 45 days, temporarily refuse registration or transfer of registration certificates from such owner until the records are complete. If during that 45-day period the owner fails to demonstrate compliance with the GHRA's request to maintain a systematic and satisfactory set of records, the GHRA may proceed against the owner under the rules of Disciplinary Procedures.

- 3. Annual Stallion Reports
 - Stallion breeding reports shall be submitted to the GHRA office by December 31st of each breeding year. (A grace period of 15 days will be allowed, must be postmarked the 15th of January or before). If stallion is co-owned with "and", signatures of all owners are required to sign the stallion report.
 - a) If submitted as a late report (after January 15th) a late fee (See fee schedule) will apply and must be paid before the foaling date or DNA-testing for parent qualification of the foal will be required for the foal to carry the parentage on his registration certificate.
 - b) If a report is not submitted and foal is born a report must be filed, with the late filing fees and the foal parent qualified by DNA-testing the foal, sire and dam.
 - c) If a breeding stallion dies during any current breeding year his stallion report is due within 30 days following his death.
 - d) This report shall include all mares owned by the owner of the stallion as well as mares owned by other parties. All mares must be listed with their respective registries and registry numbers whether GHRA registered or not.
 - e) Mares bred with cooled transported semen or frozen semen must be designated on the report. This report shall be made on a form provided free of charge by GHRA
- 4. Corrections/Additions to Stallion Report
 - a) Stallion breeding reports which require a correction or an addition will result in a \$25.00 fee per horse for each mare omitted or \$25.00 correction fee for each incorrect number or name on report.
 - b) Corrections/additions must be submitted and paid before foaling date of resulting foal or parentage qualification will be required to verify the correction/addition in order to register the foal.
 - c) In addition, the registered owner (or authorized agent) will be required to submit the necessary blood work and/or DNA Testing, at said owners or agent's expense to verify the correction or addition.
 - d) Failure to remit stallion reports will also be handled according to the above procedure
- 5. Sale of Stallion

Within 30 days after a stallion is sold, the previous owner or registered agent, must file a stallion breeding report with the GHRA.

6. Service/Breeders Certificate

A service/breeder's certificate signed by the owner of the stallion (and the owner of the mare at time of breeding if not same owner at the time of foaling) must be submitted with the application of registration of a foal. If stallion is co-owned with "and", signatures of all owners are required to sign the service/breeder's certificate. The dates must correspond with the stallion breeding report. This is not required if the owner of the sire and dam at the time of breeding is the same as at the time of foaling. A service/breeder's certificate with alterations or changes will not be accepted.

B. Right To Refuse, Deny, Or Cancel Registration

The GHRA shall accept only Gypsy horses that qualify for registration and deny requests for registration, transfer, or cancel existing registration certificates under the bylaws, rules and regulations of the GHRA. Should the GHRA take any such action, the GHRA will send written notice to the person(s) involved, who may then request a Hearing to determine the validity of action taken.

1. Request for Hearing

The request must: Be in writing, state all grounds and reasons upon which the applicant relies for determining valid registration and be received by the GHRA within 30 days after receipt of the Notice of Denial or Cancellation.

2. Burden of Proof

If a request for a Hearing is received in accordance with this rule, a Hearing will be held as provided in rules HEARING (A)-(G). In all disciplinary matters the burden of proof lies with the charged person. The applicant or person(s) seeking registration or to retain or change status of registration of a horse will have the burden of proving that the horse qualifies for registration in the GHRA. In all proceedings concerned with or affecting the registration and records of the GHRA, the burden of resolving any doubt as to the true parentage or identification of a horse shall be upon the applicant, owner, lessee, or other member(s) involved. If no request for a Hearing is received within the required time period the decision of the GHRA stands as final.

3. DNA Testing

DNA testing may be required at the discretion of the Hearing Board to resolve any question or doubt as to the parentage or identification of the horse. In consideration of such tests and other information as may be available, the Hearing Board may authorize such corrections of the records

of the GHRA. The recorded owner of a horse must agree to permit such tests which will be at the expense of the owner. Refusal by an owner to permit DNA testing under this rule may result in cancellation of registration and penalties under rules of Disciplinary Procedures.

4. DNA Laboratory Reports
DNA samples and results are the property of GHRA. GHRA will not require owner permission to parent qualify a horse.

C. Procedure For Denial or Cancellation Of Registration

The GHRA may propose to deny or cancel the registration of a horse if it finds that there are reasonable grounds to believe:

- 1. That the horse does not meet the requirements for registration or:
- 2. That the horse identified as the subject of registration is not the same horse the certificate is issued to or requested for or:
- 3. That any information of the application or registration certificate is determined false or incorrect.

The GHRA will advise the recorded owner in writing of any proposal to deny or cancel the registration and the reason supporting this proposal. The recorded owner shall have 30 days to provide the GHRA's Registrar with information preventing the denial or cancellation. If such information does not resolve the difficulty, the decision of the Registrar stands and the recorded owner may then request a Hearing as per rule (B) Right to Refuse, Deny, or Cancel Registrant (1) Request for Hearing.

D. Publication

Notice of any cancellation of certificates of registration may be published in the official publication of the GHRA.

E. REGISTRATION PROCEDURE

- 1. Applicant must complete, sign and submit proper GHRA registration application forms, with 2 photographs of the horse taken in accordance with requirements on the form to the Registrar.
- 2. All horses registered with the GHRA must show proof of parentage with a breeder's certificate in which both parents are registered with GHRA in Section AB all-inclusive heights. One parent must be GHRA registered in Section AB to be registered in Section C. Exceptions, Subject to Board Approval:
 - a) Proof of Import: form VS17-30 or a copy of an EU passport

- b) A copy of sire and dam registration certificates from a recognized Registry & Breeders Certificate signed by mare & stallion owners.
- c) A copy of registration certificate from a recognized Registry*. (d) Documented background of origination. *Recognized Registries: Gypsy Cob & Drum Society, Gypsy Cob Society, Ltd, Gypsy Vanner Horse Society, Irish Cob Society and its affiliates, others subject to Board approval.

3. Responsibility

- a) All horses must be DNA tested prior to registration.
- b) The owner or lessee of the dam at time of foaling is responsible for registration of the foal. If a foal is to be listed in an individual's name other than the owner or lessee of the dam at time of foaling, then a transfer report and fee shall be required.
- c) Imported horses must have proof of import to have an "Import" designation on the GHRA registration certificate. A copy of the USDA Certificate of Inspection (VS Form 17-30) or a copy of the EU Passport is required.

4. Naming of Horse

- a) The owner of the dam at time of foaling has a right to name the offspring. The name of the horse cannot be a duplication of any other name and cannot be deceptively similar to any other name recorded on the records of the GHRA.
- b) The name of the horse may be distinguished by a prefix or suffix, which is not a duplication of or deceptively similar to a prefix and suffix which has been previously reserved by written request and payment of the required fee to the GHRA. The filing of such a reservation does not override any rights that another member or non- member may have to the exclusive use of a prefix, suffix or horse name pursuant to federal trademark or trade name laws or other laws similar thereto including, but not limited to, common law surrounding rights in trademarks and trade names.
- c) The Board of Directors of the GHRA may adopt procedures and guideline for the implementation of the prefix and suffix reservation process and for determining when and if a prefix and suffix or horse name is deceptively similar to a previously recorded horse name or previously reserved prefix and suffix.
- d) Names of horses may not be changed after registration, however if DNA testing results in a change of sire or dam and the registered horse's name includes the name of either sire or dam, only that portion of the name must be deleted or changed.
- e) When it is determined by the Registrar that a name is offensive to any race, creed, color or national origin, the Registrar has the right to refuse the registration name.

- f) The name of a horse may not be changed after registration unless it is offensive to any race, creed, color or national origin, in which case the Registrar has the right to require a change in the offensive part of the name only.
- g) If a horse is registered with another Registry with DNA on file with the University of Kentucky, the horse's name must remain the same. If the owner prefers to use a different name, a new DNA must be taken so that the new name on file with the GHRA and the University of Kentucky match.

5. Breeder

The owner or lessee of the dam at time of service shall be listed as the breeder

F. Registration Numbers

The GHRA will issue registration numbers in consecutive order, based upon the order in which the applications are processed by the GHRA.

G. Certificates

The GHRA shall issue a Certificate of Registration based upon information submitted on the proper form attesting to the qualification for registration.

- 1. Transfer Without Signature of Recorded Owner
 - Whenever legal title to a registered horse passes to another by reason of death of the recorded owner, by reasons of foreclosure of any liens, or by any order or decree of court, or otherwise by operation of law, the GHRA may transfer the registration of such horse to the new owner upon:
 - a) Order of a court of jurisdiction or other satisfactory proof of authority for transfer
 - b) Payment of the transfer fee and any reasonable cost and expenses of investigation and:
 - c) Satisfaction of such other requirements as may be adopted by the GHRA.
- 2. Sale Without Certificate of Registration

If a registered horse is sold without the certificate of registration, the certificate must be surrendered by the recorded owner to the GHRA for cancellation.

- 3. Duplicate Certificates
 - To obtain a duplicate certificate of registration, the recorded owner must file with the GHRA a complete affidavit satisfactorily explaining the loss of the original certificate, and pay the appropriate fee. Upon approval by the GHRA, a duplicate certificate, so marked, will be issued to the recorded owner.
- 4. Replacement Certificates

To obtain a replacement for a certificate which has been torn, mutilated, soiled, or otherwise defaced, but which is identifiable, the recorded owner must submit the original certificate to the GHRA for identification and pay the replacement certificate fee.

5. Certificate Correction

A recorded owner may request a change in a horses height, markings, or color as shown on the certificate by submitting the certificate of registration to the GHRA accompanied by a signed affidavit of height or statements attesting to the correction or changes, and submit any additional information that may be required by the GHRA. There shall be no charge for an amended or corrected certificate.

6. Castration

After a stallion is castrated the certificate of registration and a "Gelding Certificate" form (provided by the GHRA) must be submitted to the GHRA by the recorded owner

- 7. Cancellation Upon Death of Horse
 Upon the death of a registered horse, its certificate of registration and a
 statement signed by the recorded owner showing the date of death must be
 submitted to the GHRA for recording. Upon request, the GHRA will
 mark the cancellation on the back to the certificate and return it to the
 recorded owner.
- 8. New Pictures Required.
 Under all sections of (G) CERTIFICATES, new photographs may be required.

H. Leases

For a lease of a horse to be recognized by the GHRA whether for breeding or showing purposes, written notice of existence of said lease shall be filed with the GHRA Office, signed by both lessor (or authorized agent) and lessee (or authorized agent) and accompanied by the fee in the fee schedule. The notice shall provide the effective date of the lease, the name and registration number of the horse, and may provide a termination date. Otherwise it may be terminated by written notice, giving termination date signed by both lessor and lessee; or by a properly executed transfer report which shows a change of ownership from lessor to lessee and which is signed by lessor. No additional fee shall be charged for termination, whether automatic or by subsequent notice thereof. The effective date will be determined by the date of postmark or date hand delivered to the GHRA office. A backdated lease will not be accepted.

1. Recognition

The GHRA will recognize only one lease per horse. Multiple leases will only be allowed if they are members of the same household for show purposes only.

2. Recordation

Recording of Notice of Lease with the GHRA authorizes a lessee to execute all documents pertaining to the recognized activities of breeding or showing. Any limitation on use of the horse is solely the responsibility of the lessor.

3. Transfer of Ownership

During the effective term of the lease, the GHRA will not record subsequent changes in ownership until the lease is terminated; and only the lessee (or authorized agent) is authorized to sign breeders' certificate, stallion breeding reports or registration applications pertaining to the leased horse.

I. Syndicates

- 1. In order for a syndicate to be recognized by the GHRA as owner of one or more horses, the horse(s) must be transferred into the name of the syndicate with the following items; (1) A written report of the transfer to the syndicate name must be completed and signed by the last recorded owner. This transfer must be received by the GHRA office accompanied by the certificate of registration, the proper transfer fee, and disclosure of the names of the syndicate members.
- 2. Written authorization shall be filed with the GHRA office (forms available upon request), accompanied by the fee in the fee schedule, appointing the syndicate manager and signed by the syndicate manager.
- 3. When or if changes are made in the syndicate manager or syndicate members, written notice must be provided to the GHRA office indicating the change. No cancellation of the outgoing manager or syndicate members will be made unless written notice to this effect is received by the GHRA.

VI. BREEDING REQUIREMENTS

A. Forty-two Day Rule

After a mare has been exposed or bred to one stallion, either by hand or pasture breeding, at least forty-two (42) days must elapse before exposing the mare to a different stallion.

B. Pasture Breeding

Only one stallion may run with a mare or group of mares in a pasture, and they must be enclosed by permanent fencing maintained in such manner that no other stallion can cover a mare in said group.

- C. Artificial Insemination, Cooled Transported And Frozen Semen
 - 1. Frozen semen may be used beyond a stallion's death only if the stallion is registered with the GHRA prior to his death, Breeding Stallion Qualification Certificate and his DNA must be on file with the GHRA.
 - 2. If cooled semen or frozen semen is to be transported for the purpose of breeding a mare or mares at any place other than the premises of collection the stallion owner or lessee and mare owner must both complete their respective portions of the collection/insemination certificate which must accompany the shipment of cooled semen or frozen semen to the mare owner. See (4) below.
 - 3. A collection/inseminated certificate form will be provided by GHRA, at no charge, to the stallion owner or agent. The collection/insemination certificate must be completed in part by the stallion owner/lessee and accompany the semen transported to the mare owner or agent. This certificate is not to be confused with a breeder's certificate and cannot be used as such.
 - 4. Upon receiving the semen and the collection/insemination certificate from the stallion owner, the owner or lessee or veterinarian in change of the mare for which semen is received shall complete and sign the certificate, including the date of insemination. This certificate (not a breeder's certificate) shall be sent in time to be received by the GHRA office by the end of the year. Any subsequent breeding in same breeding season will require another certificate
 - 5. The stallion owner or lessee shall clearly distinguish those mares bred using cooled transported semen or frozen semen and those mares bred immediately following collection, hand bred or pasture bred on the Stallion Breeding Report.
 - 6. Any foal resulting from the use of cooled transported semen or frozen semen must have its pedigree verified by genetic testing, including sire, dam and foal and/or by other genetic testing as GHRA deems necessary, all expense of which shall be the registration applicant's. In addition, the Executive Board has the authority to require parentage verification by genetic testing of all foals born on any premises receiving transported semen.
 - 7. Any foal resulting from the use of cooled transported semen or frozen semen shall not be registered without a transported semen or frozen semen breeders certificate. Such breeder's certificates are available at no charge to the stallion owners, upon request.
 - 8. The Executive Board has the authority to send representatives to inspect the premises and practices of any person or breeding establishment using artificial insemination and no person shall refuse, upon reasonable request, full access to said premises.

- D. Embryo/Oocyte Transfer
 - 1. A horse foaled by a mare which is not its genetic dam, but transferred to her by embryo/oocyte transfer technique shall not be eligible for registration unless:
 - a) Prior to the intended collection of the fertilized egg, record owner or lessee has notified GHRA in writing of its intention to attempt an embryo/oocyte transfer and has paid the proper fee as per the fee schedule. For mare enrollments received after collection of the embryo/oocyte, but prior to foaling, a late fee will be assessed, in addition to fees required by the fee schedule. For mare enrollments received after foaling, a late fee will be assessed, in addition to fees required by the fee schedule. This enrollment must be made each year that a transfer is to be performed, and once made, the fee is not refundable, nor can any substitution be made.
 - b) Has its pedigree verified through genetic testing of foal, sire and donor mare; and by such other testing as GHRA deems necessary to verify the validity of the genetic testing, all expense of which shall be the registration applicant's.
 - 2. The enrollment notice must be sent by certified mail, return receipt requested, to preserve for the recorded owner or lessee of the donor mare, the only acceptable proof to GHRA of timely compliance, if such proof is requested.
 - 3. In accordance with GHRA approved procedures an embryo/oocyte may be transported from the premises where the donor mare was located at the time of its removal from her, for use in a recipient mare at another location. To be eligible for such transportation, notice of intention to transport the embryo/oocyte shall be given in conjunction with the advance notice of intended collection specified above.
 - 4. If a mare is designated with GHRA for embryo/oocyte transfer, but the procedure is not attempted regarding the mare in the designated year, to avoid necessity of genetic testing for parentage verification, GHRA must be notified in writing by December 31 of the designated year that the owner has elected not to attempt embryo/oocyte transfer. Without such notice, a foal produced the following year by designated mare is not eligible for registration without genetic testing for parentage verification.
 - 5. When a foal is produced by embryo/oocyte transfer, such fact will be listed on its registration certificate.
 - 6. GHRA may inspect the premises and practices of any party using or intending to use embryo/oocyte transfer procedures.
 - 7. The burden of verifying true parentage is the registration applicant's and any question of parentage shall be resolved against the registration of a horse carried by a recipient mare through embryo/oocyte transfer.

- A. A perpetual trophy will be awarded to the High Point Gypsy Horse of the Year for the Mare, Stallion and Gelding obtaining the most points in any combination of categories listed below. An individual certificate will be awarded in each of these categories each year:
 - 1. 2-Year-Old and Under Mare, Stallion & Gelding.
 - 2. 3-Year-Old and Older Mare, Stallion & Gelding.
 - 3. English Performance
 - 4. Western Performance
 - 5. Utility
 - 6. Driving
 - 7. Dressage
 - 8. Exhibition
 - 9. Sponsored Trail Rides
- B. To be eligible, a horse must be registered with the GHRA, the owner must be a GHRA member in good standing and an Ambassador Award Program application submitted with the applicable per horse fee.
- C. Upon receipt of an application and fee, the applicant will be sent a Point Verification form and a Ambassador Award Program Form
- D. When a Gypsy Horse shows in one of the qualified classes or events, the owner will return the form, verified and signed by the show secretary within 10 days of completion of the show or event.
- E. The point totals will go towards a year-end award and yearly results will be kept with the horse's permanent record.
- F. All point verification forms must be sent "Delivery Verified" to the GHRA office. Application may be obtained by contacting the GHRA office.

VIII. PREMIUM EVALUATION SYSTEM

- A. A voluntary program to grade and evaluate the breeding score for a premium status to be given a registered Gypsy Horse of 5-years-old and older. Any member association shall have an evaluation system for their Premium horses to be able to observe the improvement of their breeding.
- B. The GHRA using Inspectors carded by the GHRA will carry on inspections for a Premium Evaluation.
- C. The member associations of the Gypsy Horse Society determine together the Breeding Standard in all countries in which there are Gypsy Horses. The member associations of the Gypsy Horse Societies will have a system of assessing specific conformation and traits of individual horses according to a numeric scale known as the Premium Evaluation System.

- D. These evaluations are given for the quality of the head, neck and shoulders, back, legs, joints, overall proportions, hooves, mane & tail, movement at a walk and movement at a trot. These scores are then averaged into a single conformation score.
- E. The conformation part of the evaluation consists of the Inspectors examining the physical horse and asking that the horse be walked and trotted along a pattern straight away for 50' then turn at a 45-degree angle to the left for 50' then stopped, reversed and then backed along the same track to the inspectors. Additional movement required at the Inspector's discretion must be fulfilled.
- F. The Premium Evaluation System is designed to provide a map of the horse's strength and weaknesses which is useful data in making decisions about breeding. Scores received from an official evaluation become part of the horse's permanent record.

IX. LIABILITY

- A. The GHRA will not assume the responsibility of settling civil disputes concerning financial settlements, ownership, health or fertility.
- B. The GHRA, its officers, directors, members of committees, inspectors, employees, representatives, and agents will attempt to obtain true and complete information in connection with registration of Gypsy Horses, transfer of registration certificates, hearings and all other matters relating to GHRA activities.
- C. Except for proven intentional wrongdoing, neither the GHRA nor its officers, directors, members of committees, inspectors, employees, representatives nor agents will be liable in any way, whether in damages or otherwise, for issuance of any registration certificate, for the transfer of any registration certificate, for the cancellation of any registration certificate, for the refusal to issue a registration certificate, for the issuance of any registration statements, for the refusal to transfer any registration certificate, for any disciplinary procedure brought against or penalties imposed on any member or any person or for any other activities engaged in, by or on behalf of the Gypsy Horse Registry of America, Inc.

X. RELEASE OF LIABILITY

- A. The GHRA and co-sponsoring organizations, if any, shall not be responsible for any personal injury, or for loss or damage to property occurring at any GHRA activity.
- B. Each owner, exhibitor, handler, or consignor shall indemnify and hold harmless the GHRA, its officers, directors and employees from and against all claims, demands, causes of actions, and expenses of every kind, including attorney's fees, arising out of or related in any manner to the acts or omissions of an owner, exhibitor, handler, or consignor, or the actions of any animal under the care, custody, or control of the owner, exhibitor, handler or consignor.

- C. Presentation of signed entry or consignment forms shall be deemed acceptance of the conditions of this rule.
- D. In the event an entry or consignment form is not signed or presented, appearance on the grounds or at the sale ring of any GHRA activity as an exhibitor, handler, owner, or consignor shall be deemed to be acceptance of the conditions of this rule.

XI. VIOLATIONS

A. Refusal To Assist

No person shall refuse, on reasonable request, to assist the GHRA, its officers, committees, or agents, in locating, identifying, and inspecting, or to answer promptly and truthfully any inquiry concerning a horse or an ancestor thereof, in his ownership or control, which has been registered, or for which application to register has been made. The above rule shall also apply equally to any issue involving violations, or suspected violations of the Bylaws and Rules and Regulations of the GHRA.

B. GHRA Property

Ownership of any issued GHRA registration certificate remains with the Association. The certificate is issued upon receipt of a written application submitted and attested by the owner at time of foaling with fees paid. The GHRA has the privilege to correct and/or cancel the certificate for cause under its Rules and Regulations.

1. Refusal to Return

No person shall refuse a GHRA request for the return of a registration certificate, either before, after, or pending Hearing to determine registration or participation privilege in GHRA's approved events. The GHRA shall retain possession of a certificate until resolution of the matter for which the return of the certificate was requested.

C. Disrespect Of Person

In the furtherance of their official duties all GHRA representatives shall be treated with courtesy, cooperation, and respect, and no person shall direct abusive or threatening conduct toward them.

D. Non-Payment Of Obligation

Anyone submitting a bad check to the GHRA office will be required to submit a cashier's check or a money order to obtain credit or make payment for the next two years. Any member may be suspended and denied privileges of the GHRA and any non-member may be denied the privileges of the GHRA by the President for failure to pay when due any obligation owing to the GHRA or for giving a worthless check in exchange for any services performed by the GHRA, i.e. registration, transfer, etc., which includes: entry fees, stall fees, or any other fees or changes connected with the exhibition of horses: provided that 15 days before action by the President, written notice of the account due and the intention to suspend or withhold privileges of the GHRA shall be mailed to such member or

non-member. And suspension and denial of privileges under this section shall terminate upon full payment of the obligation due the GHRA.

E. Intent To Violate

No member or non-member shall conspire with any other person to intentionally violate the Bylaws, Rules and Regulations of the GHRA, or knowingly contribute or cooperate with any other person, either by affirmative action or inaction, to violate the Bylaws, Rules or Regulations of the GHRA. Violation of this rule shall subject such member or non-member to disciplinary action, whether or not such member or non-member has actually signed reports filed with the GHRA asserted to be true or correct.

Influencing an Official
 It shall be illegal to influence a horse show judge by favors, coercion or monetary gain.

F. Intent To Malign

No person shall engage in any act adversely affecting the purpose, objectives, or good name of the Gypsy Horse Registry of America, Inc. Violation of this rule shall subject such member or non-member to disciplinary action.

G. Unearned Funds

All entry and stall fees paid in advance for an Accredited GHRA Show shall be refunded on demand if said show loses its accreditation by the GHRA or is canceled for any reason.

XII. FRAUDELENT PRACTICES

A. False Endorsements

No person shall represent, by advertisement, claim, or otherwise, that a horse has earned or is entitled to any official GHRA designation, honors, or title prior to actual recording of such designation, honor, or title in the records of the GHRA.

B. False Representation

No person shall represent any horse owned or managed by him to be registered with the GHRA unless said horse is registered in the official records of the GHRA.

1. False Representation of Horse

No person shall represent as a Gypsy Horse of America, Inc. any horse other than horses which meet the GHRA established definition of a Gypsy Horse and for which a certificate of registration was issued.

C. False Statements

All information furnished the GHRA as a basis for any action by the GHRA or any of its officers with respect to any horse must be true and correct

D. False Certificates

No person, firm, or corporation shall issue, sell, exchange, give away, or receive, or offer to do any thereof any false or fraudulent certificate, representing the same to be a genuine official certificate issued by the GHRA.

E. False Identification

No person, firm, or corporation shall sell, give away, exchange, or receive any registration certificates of the GHRA without the transfer of the same and correct horse.

1. Name of Horse

No person shall advertise, or enter in any Gypsy Horse event or competition, any horse registered with the GHRA by any name other than its complete registered name.

2. Ringer/Look Alike

No person shall represent as a registered Gypsy Horse of America horse, any horse other than the horse for which the GHRA certificate was issued.

F. Alteration Of Certificate

No change in or alteration of a certificate of registration or identification required by the GHRA shall be made except by the GHRA upon proper showing of the necessity for such change or alteration, because of change of color or markings; change in height, or mistake; nor shall any person display or advertise or have in his possession any such certificate that has been changed or altered other than by the Association or on its authority.

G. Alteration Of Marking

No person shall alter, change or attempt to hide or alter the natural markings of a horse, by surgery, dye or in any other manner.

1. Cosmetic Surgery

Any surgical procedure, other than gelding, which could affect the horse's performance or alter its natural conformation or appearance, is prohibited, except for those surgical procedures performed by a duly licensed veterinarian for the sole purpose of protecting the health of the horse.

XIII. DISCIPLINARY PROCEDURES

A. Investigation

1. The Executive Committee may investigate circumstances involving possible violation of the Bylaws, Rules, Show Rules or Regulation. After investigation, the Executive Committee will decide whether possible violations can be satisfactorily resolved by agreement for corrective action with the person involved or whether a Notice of Charge should be issued.

B. Notice Of Charge

After investigation, if the Executive Committee finds reasonable grounds to believe that any person has violated any bylaw, show rule or regulation, or has

engaged in any misrepresentation, misconduct or any other act adversely affecting the purposes or good name of the Association, the President will mail to such person a Notice of Charge stating the wrongdoings alleged to have been committed by such a person. The charged person shall be given not less than 15 days' notice of time and place for hearing such charge by the Hearing Board.

C. Temporary Suspension

After investigation, if the Executive Committee issues a Notice of Charge to a person, the Executive Committee may also suspend that person's use of the GHRA's privileges pending a Hearing and decision by a Hearing Board, if they find that such suspension is necessary for the protection of third parties or of the GHRA's purposes and good name. Notice of such temporary suspension will be mailed to the charged person.

XIV. HEARINGS

A. Impaneling Board

If a Hearing is to be held under these rules, or if a Hearing on any matter is determined by the Executive Committee to be desirable, said Executive Committee shall appoint a Hearing Board. The Hearing Board will consist of not less than 3 Annual or Lifetime Members of the GHRA, at least one of whom shall be a Director of the GHRA.

B. Time And Place

The Hearing Board will designate the time and place of the Hearing, which may from time to time to continued or rescheduled.

C. Hearing Procedures

A person who has been given notice of a Hearing will be afforded the opportunity to appear in person (with counsel if desired) to present evidence in his behalf and to hear and refute evidence offered against him. The common law or statutory rules of evidence will not apply at the hearing, but the Hearing Board will determine the admissibility of evidence and weight to be given to the evidence submitted.

D. Decisions By Majority Vote/Exceptions

Any action or decision made by the Hearing Board shall stand on a majority vote, except that suspensions over 90 days and expulsions shall require a unanimous vote of the Hearing Board.

E. Appeals

The decision and action of the Hearing Board shall be final and binding on all parties.

F. Notification Of Decision

The GHRA shall be responsible for notification of the Hearing Board's decision by promptly mailing a copy thereof to the charged person within 30 days of the hearing by certified mail. (G) PROOF OF MAILING Proof of mailing shall be the dated receipt for registered or certified mail.

XV. PENALTIES

A. Right To Take Disciplinary Action

Any member shall be suspended or expelled from the GHRA, and any member or non-member shall be denied any and all privileges of the GHRA by the Hearing Board whenever it is established by satisfactory evidence that such member or non-member has violated any bylaw, rule or regulation of the GHRA.

B. Specific Penalties

At such time as any person has been suspended, expelled or denied GHRA's privileges, in addition to other provisions of these rules or policies of the GHRA, the following restrictions apply:

- 1. Participation, Accredited Privileges
 Such person shall not participate, and shall be ineligible to participate in any GHRA approved event, show or function. Nor shall any such person be eligible to hold any other GHRA accreditation.
- 2. Registration and Transfer Privileges
 Such person or spouse, or any family member living in same household, or
 employee, or agent, shall not be eligible to register any horse with the
 GHRA, nor transfer registered horses into his or her name or in the names
 of any of the above.
- 3. Offspring's Eligibility for Registration
 No horse shall be registered which is either sired by a stallion or out of a mare owned by such person or owned by any member of same household during the suspension period or after expulsion from the GHRA when the breeding date is on or subsequent to the date of disciplinary action. All records of breeding for the 12 months prior to the disciplinary action, under this rule, shall be submitted on proper written and signed forms, within 15 days after notice of disciplinary action.
- 4. Horse's Eligibility to Participate in Show
 No horse which is recorded in the name of such person or spouse, or any
 member of same household, is eligible to participate in any event
 approved or recognized by the GHRA, such as shows and sales.
- 5. Personal Signature Recognition
 The GHRA shall not accept the signature of such person or his/her spouse, nor the signature of any member of his/her household on registration applications, breeding certificates, or stallion breeding reports evidencing breeding on or after date of such disciplinary action.
 - a) Such signatures will be honored on transfers and bills of sale for the purpose of allowing such disciplined person or spouse to transfer horses recorded in his or her ownership at the time of the disciplinary action.

b) Written leases filed with the GHRA prior to time of disciplinary action and covering horses owned by the disciplined person or spouse shall remain valid and the signature of the lessee shall be accepted during the term of lease, but not for renewal thereof.

6. Agents And Employees

If any person acting as an agent for the owner of a horse, or any person having horses owned by another in his care, custody, or control is found to have violated these rules and regulations, the Hearing Board may proceed against that person as provided for in these rules. In addition, the Hearing Board may direct the GHRA to refuse acceptance of any registration, or transfer of certificates of registration, or breeder's certificates, or all three for horses which are in such person's care, custody or control.

7. Further Action

During the period of expulsion, suspension, or denial of GHRA's privileges, failure to comply with these restrictions and any other expressed condition or restriction of said disciplinary action, may constitute grounds for further disciplinary action.

8. Publication

When a member is disciplined, suspended, or expelled, or a non-member is denied membership privileges, notice of the imposition of any penalties against such person, including duration of the action taken will be published in the GHRA's official publication. This does not apply in cases of private censure. No publication shall be made for at least 30 days after the decision of the Hearing Board to allow for the expiration of time, of which may be applicable, under HEARINGS Rule F, NOTIFICATION OF DECISION.

9. Restoration Of Privileges

The GHRA shall restore privileges, including membership, to any person who has been denied privileges pursuant to this rule, upon application and satisfactory proof by such person that restoration of privileges is warranted.

10. Notices

Any and all notices required or permitted under these rules and regulations will be deemed given on the date such notice is mailed to a person's last known address according to the GHRA's records.

XVI. BREED STANDARD

A. General Appearance

The Gypsy Cob is powerful and compact with an overall impression of intelligence, kindness, strength and agility. Proportioned and balanced with medium to heavy bone and well-muscled. Mane and tail are thick and luxurious. Abundant feather drapes from knee to ground. A proper cob often displays a

beard, moustache and a forelock extending past the tip of its muzzle. A Gypsy Cob is usually pinto in coloring, but any coat or eye color is acceptable.

B. Head

Head is expressive and proportioned to body. Ears are well set and not too large, balanced to size. Eyes should be large, open and alert with good ocular bone structure. Jaws should be clearly defined, ample width between jaws, making adequate room for larynx and muscle attachments. Jaws are larger and more muscled on stallions. Nose straight profile and level bite.

C. Neck, Withers & Shoulders

Neck balanced, generously muscled and arched. Clean, open throat latch. Neck ties in well at the shoulder. Shoulders deep, powerful and well sloped. Withers medium height and well- muscled

D. Body & Legs

Back supple, flexible, short and compact with ample muscle and longer underline. Ribs well sprung and deep heart girth. Hindquarters very generous, smooth, broad and rounded across the croup with long hip well coupled to powerful hocks. Legs set well under body with adequate space between front and hind legs. Leg bone flat with strong tendons. Good separation between tendon and bone. Feather starts at the knees and hocks, running down front and back of legs and covering the hooves. Joints must be solid with correctly sloped pasterns. Hooves must be well shaped with strong hoof walls and adequate frog.

E. Temperament & Movement

Overall appearance of a strong and willing partner that works harmoniously with its handler. Willing, confidant and offering its best with little encouragement. Sensible, steady, and eager to please. A steady forward walk with impulsion. Ground covering trot with a slight flick of feather at the point of extension.

SECTION AB All Inclusive Heights

SECTION C – Crossbred / one parent must be GHRA registered