

CONSTITUTION

PREAMBLE: We, the employees of J. S. Abercrombie Company who have served honorably in the Armed Forces of the United States during World War II, in order to alleviate the drastic housing shortage that exists in the area of the Old Ocean Oil Field, Brazoria County, Texas, do hereby establish the Old Ocean-Sweeny Veterans' Housing Association.

ARTICLE I: Object - The object of this Association shall be to secure the most suitable housing for the members hereof in the best possible way, and to administer the said housing once secured.

ARTICLE II: Membership - Any employee of the J. S. Abercrombie Company who served honorably in the Armed Forces of the United States during World War II shall be eligible for membership in this Association. Such membership shall be accomplished by signature of the Membership Roster, and shall be terminated upon the member leaving the employment of the said Company for any reason or by notice in writing signed by the member desiring to resign. Membership herein and rights acquired thereby may be forfeited by failure to abide by the Constitution and By-Laws. Such forfeiture shall become effective upon unanimous vote of the Housing Committee and Association Officers acting together as one body, after giving the member in question an opportunity to be heard.

ARTICLE III: Officers and Housing Committee - There shall be elected at the first regular meeting of the Association a President, a Vice-President, a Secretary-Treasurer, and a Housing Committee of five members. The President shall preside at all meetings of the Association, for which he can be present, and in his absence the Vice President shall perform his duties. The Housing Committee shall consist of five of the members of the Association. Qualification for membership of this committee shall be as determined by a regularly adopted By-Law of the Association. The election of Officers and the Housing

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Committee shall be by majority vote of the members, and they shall serve for a term of one year from the date of the first regular meeting of the Association, at which meeting the said Officers and Housing Committee, shall be elected. In the event of a vacancy occurring on the Housing Committee during the period above designated as the term of office of members of that committee, the President, Vice-President, and Secretary-Treasurer shall agree on the appointment of a new member having the same qualifications as those provided for membership of that committee in the By-Laws.

ARTICLE IV: Meetings - There shall be one regular meeting of the Association each year, which meeting shall be held one year from the date of the first regular meeting, and so on for successive years. Other meetings may be held during the year at the call of the President, and Housing Committee, or upon petition in writing and signed by any five members. In order to transact business a quorum of 50% of those who are members at the time of the particular meeting must be present.

ARTICLE V: By-Laws - The rules for administration, renting, ownership and maintenance of the housing obtained by and for the members of the Association shall be contained in a set of By-Laws. By-Laws may be adopted or amended at any meeting of the Association convened and properly constituted according to the provisions hereof, and no By-Law shall be adopted unless a 2/3rds vote of the members present at such meeting shall vote affirmatively therefor. The Secretary-Treasurer shall keep an official record of the By-Laws and the same shall be available for examination by the members at all reasonable times. Any other By-Laws may be adopted to accomplish the purpose of the Association.

ARTICLE VI: Ownership of Property by Association - The Association shall act as an agent for the members thereof on a non-profit basis. If, however, it becomes reasonably necessary and if authorized by the regularly adopted By-Laws of the Association, the Officers or the Housing Committee of the Association may acquire title to or convey title to land or buildings or other properties in the name of the Association.

ARTICLE VII: Funds and Expenditures - There shall be no dues. The members of the Association may be assessed for and shall be obligated to pay expenditures made by the officers, Board of Trustees or Committee, when such persons have been authorized to make such expenditures by the affirmative vote of 2/3rds of the members present at any meeting convened and properly constituted as provided herein. No officer, individual member or group of members shall be personally and individually liable for any moneys expended or debt incurred if the money expended or the debt incurred was authorized in the manner provided herein and the said officer, member or group of members acted in good faith in connection therewith. The Association and its members as a whole shall be liable for all such moneys expended or debts incurred.

ARTICLE VIII: The Constitution and the By-Laws a Contract - This Constitution and the regularly adopted By-Laws shall have the binding effect of a contract on all members of the Association.

ARTICLE IX: Amendment of this Constitution - This Constitution may be amended by a 2/3rds vote of the members present at any meeting convened and constituted as provided herein.

ARTICLE X: Dissolution of Association - This Association shall dissolve and be terminated upon 2/3rds vote of the members present at any regularly called and constituted meeting, and dissolution shall terminate the application of this Constitution and of any By-Law adopted by the members. Provided, however, that this Association shall not be dissolved in the manner provided herein within a period of two years after the first regular meeting of the Association.

#### CERTIFICATE

We, J. R. Wait, Jr and Melvin A. Manley, the undersigned regularly elected President and Secretary, respectively, of the OLD OCEAN-SWEENEY VETERANS' HOUSING ASSOCIATION, do hereby certify that the above and foregoing is a true and correct copy of the Constitution of the said Old Ocean-Sweeney Veterans' Housing Association, which was submitted to the members of the said Association on Sept 17, 1946, and adopted by them on that date.

IN WITNESS WHEREOF, we have hereunto signed our names officially this 26 day of May, A. D., 1947.

Signed

  
President

Signed

  
Secretary

I. Negotiations for Housing.

The Housing Committee is hereby authorized to negotiate with proper officials of the United States Government for the purchase by members of this Association of the fifteen duplex houses located near the Defense Plant Refinery on the Old Ocean-Sweeny Road. The said Committee may seek and use the assistance and advice of the J. S. Abercrombie Company officials and attorneys in so doing. Any and all acts by temporary officers of the Association to accomplish this purpose and the purpose of the Association are hereby validated.

II. Rules and Regulations for Ownership and Renting of Defense Plant Houses Referred to in By-Law #I.

A. A Housing Committee consisting of five members of the Association shall be elected by the members of the Association by majority vote. Any member in good standing shall be qualified for membership on the said committee, including the three officers of the Association, but three of the members of the said committee shall be residents of the houses referred to in By-Law #I, and two shall be members who desire to purchase or rent said houses but who do not own or rent the same, at the time that they are acting as members of the Housing Committee. The Housing Committee shall administer the rules and regulations which may be adopted for handling the purchase and rental of the houses to be obtained from the U. S. Government. The Committee shall consider members for purchase or rental in the order of their priorities on the official lists as provided herein, but may consider, in allocating houses for rental or sale, any policy factor provided for in the By-Laws. The decisions of the Committee as to who shall have the right to purchase or rent shall be final except as provided herein.

B. Official Lists of the names of members of the Association for purchasing and for renting the said houses shall be established and maintained by the Committee and shall be available for inspection at any reasonable time. The Lists shall be revised by the Committee every three months. The Lists shall be based and maintained on the following priority bases:

1. Purchase:

a. Subject to the general rules provided below, present occupants of the said houses who are members of the Association shall have first priority to purchase one house.

b. Subject to the general rules provided below the priority to purchase of other members shall be determined by length of service of members in the Armed Forces since December 7, 1941, and to date of discharge. In the event a member re-enlisted, length of service shall be computed to date of discharge prior to re-enlistment or to date of re-enlistment if re-enlistment antedated discharge. In computing length of service in the Armed Forces date of separation therefrom shall be considered as the end of such service and terminal leave shall not be counted.

2. Renting:
  - a. Subject to the general rules provided below, present occupants of the said houses not desiring to buy shall have first priority to rent.
  - b. Subject to the general rules provided below, the priority of others to rent shall be determined by length of service in the Armed Forces in the same manner as provided in II, B, 1, (b) above.
3. General rules and policies as to the allocation of housing to members by the Housing Committee:
  - a. Only those members of the Association employed in the Old Ocean Field may be placed on either priority list.
  - b. Only those members who do not as of 1 September 1946 own living quarters within a 30 mile radius of the town of Old Ocean shall be placed on the priority lists. No member shall be placed on said lists who sells or rents property he owns in order to purchase or rent housing obtained for members by the Association. Those who have become owners or renters may, however, purchase other properties without loss of ownership or right to rent or membership in the Association.
  - c. A veteran who purchases a house shall permit the Association and the Housing Committee to handle and make the final decision as to who will rent and occupy the half of the said house which the purchaser does not occupy. The owner of the said house, however, shall be notified by the Housing Committee as to the name of the person selected as the tenant, and shall be given an opportunity to show cause why any prospective tenant is not desired as such. Once it has been finally determined who the tenant shall be payment of rentals shall be made directly to the owner of the house in which any tenant lives.
  - d. A veteran who purchases a house shall not move or sell the said house without the express consent of the Association obtained at a regularly constituted meeting, or until such time as the Association is dissolved.
  - e. Rent ceilings shall be in accordance with OPA directions, but may be determined by the Committee in the event OPA or similar regulatory bodies are discontinued.
  - f. A veteran buyer or renter who leaves the employment of the J. S. Abercrombie Company shall within 60 days after such end of employment, submit the house he owns or rents to the Association for re-sale and/or re-renting in accordance with the provisions of these By-Laws. In such instances the purchaser shall be reimbursed for his equity in such house on the basis of cost thereof to him, less depreciation accrued during the period of his ownership. Such reimbursement shall be made in a reasonable time after the said owner leaves the employment of J. S. Abercrombie Company, and the money shall come from the new purchaser or renters of the said house.

g. The Housing Committee shall give preference to married members over single members, in allocating houses for sale or rent. For the purposes hereof "Married" shall mean "living with wife and family, not divorced or separated". A single member who marries shall not thereby move up on the priority lists until the said lists are regularly next revised. In the event a veteran becomes permanently separated or divorced from his wife (unless she leaves him with children to care for) that fact shall be reported to the Housing Committee, which shall handle such information as confidential, and the said veteran shall return ownership and/or relinquish possession of the house owned or occupied to the Association within 60 days after such reports. The said house shall be available for re-sale or re-renting and the said veteran-owner shall be reimbursed in the manner provided in "f" above.

h. In the event of the death of a veteran renter his dependents shall retain possession so long as rentals are paid.

C. The priorities provided for in this By-Law shall not constitute a vested right of a member to purchase or to rent, but shall entitle a member to consideration for purchase or rental by the Housing Committee, whose decision shall be final unless otherwise provided herein.

D. By becoming a member of the Association as well as by purchasing or renting a house as provided herein veteran members shall be bound by the provisions of these By-Laws and by the Constitution of the Association, nor shall that binding effect cease upon termination of membership for any reason whatsoever. Failure, however, of a veteran member to abide by the By-Laws shall be ground for forfeiture of any and all rights he may have obtained as a member of the Association. Said forfeiture to be effective upon final determination thereof, and the one forfeiting shall deliver possession of a house he owns or occupies within 30 days of such final determination.

E. Nothing contained in these By-Laws, individually or in their entirety, has the purpose of contravening any Federal, State, or local law or regulation, nor are the By-Laws an attempt to avoid such laws or regulations, or an attempt to forego rights granted by such laws or regulations. It is hereby provided that if any portion of these By-Laws is in conflict with any Federal, State, or local law, or regulation, the latter shall control, but that conflict shall not render all other parts of these By-Laws invalid or ineffective.

CERTIFICATE

We, J. R. Wait, Jr. and Melvin A. Manley, the undersigned regularly elected President and Secretary, respectively, of the OLD OCEAN-SWEENEY VETERANS' HOUSING ASSOCIATION, do hereby certify that the above and foregoing is a true and correct copy of the By-Laws of the said Old Ocean-Sweeney Veterans' Housing Association, which were submitted to the members of the said Association on \_\_\_\_\_, 194\_\_\_\_, and adopted by them on that date.

IN WITNESS WHEREOF, we have hereunto signed our names officially this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 194\_\_\_\_\_.

Signed   
President

Signed Melvin A. Manley  
Secretary