

**BYLAWS
OF
PARADISE COVE CONDOMINIUM ASSOCIATION, INC.**

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BYLAWS
OF
PARADISE COVE CONDOMINIUM ASSOCIATION, INC.
a Texas non-profit corporation

SECTION 1.
INTRODUCTION

1.1. Purpose of Bylaws. These Bylaws provide for the governance of the condominium known as Paradise Cove Condominiums, located in Travis County, Texas, subject to and more fully described in the Declaration, recorded in the Official Public Records of Travis County, Texas (the "Declaration").

1.2. Parties to Bylaws. All present or future Unit Owners and all other persons who use or occupy the condominium in any manner are subject to these bylaws and the other Governing Instruments as defined below. The mere acquisition or occupancy of a Unit will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.3. Definitions. Words and phrases defined in the Declaration shall have the same meanings when used in these Bylaws. Unless defined otherwise in the Declaration or in these Bylaws, words and phrases defined in Section 82.003 of the Texas Uniform Condominium Act ("TUCA") shall have the same meaning when used in these Bylaws. The following words and phrases shall have specified meanings when used in these Bylaws:

1.3.1. "Director" or "Director" means a Director of the Association.

1.3.2. "Governing Instruments" means, collectively, the Declaration, these Bylaws, the Certificate of Formation of the Association, and the Rules of the Association, if any, as any of these may be amended from time to time.

1.3.3. "Majority" means more than 50%.

1.3.4. "Member" means the Owners of a Unit in the condominium project.

1.3.5. "Officer" means an officer of the Association. "President," "Secretary," "Treasurer," and "Vice-President" mean, respectively, the President, Secretary, and Treasurer of the Association.

1.3.6. "Occupant" means the occupant of a Unit, whether or not such occupant is a Unit Owner.

1.3.7. "Rules" means only rules and regulations established pursuant to Article 5.

1.3.8. "Declaration" means the Declaration of Condominium Regime for Paradise Cove Condominiums recorded in the Official Public Records of Travis County, Texas, as amended from time to time. Capitalized terms used herein shall have the meaning set forth in the Declaration.

1.4. Non-Profit Purpose. The Association is not organized for profit.

1.5. Compensation. A Director, officer, member, or resident shall not be entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a Director, officer, member, or resident; provided, however:

1.5.1. that reasonable compensation may be paid to a Director, officer, member, or resident for services rendered to the Association;

1.5.2. that a Director, officer, member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been requested to be reimbursed and has been approved by the Board; and

1.5.3. that this provision does not apply to distributions to Unit Owners permitted or required by the Declaration or TUCA.

1.6. General Powers and Duties. The Association, acting through the Board, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the condominium as may be required or permitted by the Governing Instruments and State law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members as its members shall so direct the Board and membership to do by voting as herein provided, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Instruments.

SECTION 2. MEMBERS

2.1. Membership. The corporation is a non-stock membership corporation. Every person or entity who is a record Owner of a fee or undivided fee simple interest in a Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Unit, and transfer of Ownership of a Unit shall automatically transfer membership to the transferee.

2.2. Meetings of Members. Once each year, the Board shall call an annual meeting of the members of the Association. The time and place of such meeting shall be fixed by the Board and notice of the meeting shall be given to the Owners of each Unit, personally or by telephone or written communication, at least 3 days prior to the date of such meeting.

SECTION 3. BOARD OF DIRECTORS

3.1. In General. The direction and management of the affairs of the Association and the control and disposition of its properties and funds shall be vested in a Board of Directors (the "Board").

3.2. Number. The Board shall consist of at least 3 persons.

3.3. Election. Election of Directors during the Declarant Control Period is governed by and subject to the powers of the Declarant to elect the number of Directors as provided in the Declaration. Upon election, each Director shall serve a term of 2 years. Two Directors shall be elected in odd numbered years. One Director shall be elected in even-numbered years. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death,

ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of Directors may be changed by amendment of these Bylaws, but shall not be less than 3.

3.4. Term of Office. Each of the Directors shall serve until the Owners of the Unit represented by that Director designate or elect another person to be the Director for that Unit.

3.5. Qualification. A Director need not be an Owner of an interest in a Unit.

3.6. Meetings of the Board.

3.6.1. Organizational Meeting of the Board. Subject to the Special Declarant Rights of the Declarant as set out in the Declaration, within 10 days after the annual meeting, the Directors shall convene an organizational meeting for the purpose of electing officers. The time and place of such meeting shall be fixed by the Board and announced to the Directors.

3.6.2. Regular Meetings of the Board. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by the Board, but at least one such meeting shall be held each calendar quarter. Notice of regular meetings of the Board shall be given to each Director, personally or by telephone or written communication, at least 3 days prior to the date of such meeting.

3.6.3. Special Meetings of the Board. Special meetings of the Board may be called by the President or, if he is absent or refuses to act, the Secretary, or by any 2 Directors. At least 3 days notice shall be given to each Director, personally or by telephone or written communication, which notice shall state the place, time and purpose of such meeting.

3.6.4. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep, or cause to be kept, a record of all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the Governing Instruments, the then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board.

3.6.5. Quorum. At all meetings of the Board, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If less than a quorum is present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.6.6. Open Meetings. Regular and special meetings of the Board shall be open to all Owners of an interest in a Unit; provided that members who are not Directors may not participate in any deliberations or discussions unless the Board expressly so authorizes at the meeting. The Board may adjourn any meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.6.7. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute presence in person at the

meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.6.8. Action Without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all of the Directors individually or collectively consent in writing to such action. The written consent shall be filed with the minutes of the Board. Action by written consent shall have the same force and effect as a unanimous vote.

3.7. Liabilities and Standard of Care. In performing their duties, the Directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of State law: Section 82.103(a) and (f) of TUCA, and Sections 3.105, 22.221, 22.224-.226 and 22.230 of the Texas Business Organizations Code.

3.8. Powers and Duties. The Board shall have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the condominium. Without prejudice to the general and specific powers and duties set forth in laws or the Governing Instruments, the powers and duties of the Board shall include, but shall not be limited to, the following:

3.8.1. Appointment of Committees. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution shall establish the purposes and powers of each committee created, provide for the appointment of its members, as well as a chairman, and shall provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of committees shall be appointed from among the Owners.

3.8.2. Manager. The Board may employ a manager or managing agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

3.8.3. Fines. The Board may levy fines for each day or occurrence that a violation of the Governing Instruments persists after notice and hearing, provided the amount of the fine does not exceed the amount necessary to ensure compliance with the Governing Instruments.

3.8.4. Delinquent Accounts. The Board may establish, levy and collect reasonable late charges for members' delinquent accounts. The Board may also establish a rate of interest to be charged on members' delinquent accounts, provided the rate of interest does not exceed 18% or the maximum rate permitted by State law, whichever is smaller.

3.8.5. Fidelity Bonds. The Board may require that all officers, agents, and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds may be a common expense of the Association.

3.8.6. Ex-Officio Directors. The Board may, from time to time, designate one or more persons as ex-officio members of the Board.

3.8.7. Enforcement. The Board may enforce all terms of the Declaration and the rules.

SECTION 4. OFFICERS

4.1. Designation. The principal officers of the Association shall be the President, the Secretary, and the Treasurer. The Board may appoint one or more vice-Presidents and such other officers and assistant officers as it deems necessary. The President and Secretary shall be Directors. Other officers may, but need not, be members or Directors. Any 2 offices may be held by the same person, except the offices of President and Secretary. If an officer is absent or unable to act, the Board may appoint a Director to perform the duties of that officer and to act in place of that officer, on an interim basis.

4.2. Election of Officers. The officers shall be elected no less than annually by the Directors at the organizational meeting of the Board and shall hold office at the pleasure of the Board. Except for resignation or removal, officers shall hold office until their respective successors have been designated by the Board.

4.3. Removal and Resignation of Officers. A majority of Directors may remove any officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an officer who is also a Director does not constitute resignation or removal from the Board.

4.4. Standard of Care. In performing their duties, the officers are required to exercise the standards of care provided by Section 82.103(a) and (f) of TUCA and by Section 3.105 of the Texas Business Organizations Act.

4.5. Description of Principal Offices.

4.5.1. President. As the chief executive officer of the Association, the President shall: (i) preside at all meetings of the Association and of the Board; (ii) have all the general powers and duties which are usually vested in the office of President of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) see that all orders and resolutions of the Board are carried into effect.

4.5.2. Secretary. The Secretary shall: (i) keep the minutes of all meetings of the Board and of the Association; (ii) have charge of such books, papers, and records as the Board may direct; (iii) maintain a record of the names and addresses of the members for the mailing of notices; and (iv) in general, perform all duties incident to the office of Secretary.

4.5.3. Treasurer. The Treasurer shall: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax returns; (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vii) perform all the duties incident to the office of Treasurer.

4.6. Authorized Agents. Except when the Governing Instruments require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on

behalf of the Association. In the absence of Board designation, the President and the Secretary shall be the only persons authorized to execute instruments on behalf of the Association.

SECTION 5. RULES

5.1. Rules. The Board shall have the right to establish and amend, from time to time, reasonable rules and regulations for: (a) the administration of the Association and the Governing Instruments; (b) the maintenance, management, operation, use, conservation and beautification of the condominium; and (c) the health, comfort and general welfare of the residents; provided, however, that such rules may not be in conflict with law or the Governing Instruments. The Board shall, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the members.

5.2. Adoption and Amendment. Any rule may be adopted, amended, or terminated by the Board, provided that the rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board.

5.3. Notice and Comment. The Board shall give written notice to an Owner of each Unit of any amendment, termination, or adoption of a rule, or shall publish same in a newsletter or similar publication which is circulated to the members, at least 10 days before the rule's effective date. The Board may, but shall not be required, to give similar notice to residents who are not members. Any member or resident so notified shall have the right to comment orally or in writing to the Board on the proposed action.

5.4. Distribution. Upon request from any member or resident, the Board shall provide a current and complete copy of rules. Additionally, the Board shall, from time to time, distribute copies of the current and complete rules to an Owner of each Unit and, if the Board so choose, to non-member residents.

SECTION 6. ENFORCEMENT

6.1. Violation. The violation of any provision of the Governing Instruments shall give the Board the right, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in the Governing Instruments:

6.1.1. To enter the Unit or limited common element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that Unit) that is existing and creating a danger to the common elements contrary to the intent and meaning of the provisions of the Governing Instruments. The Board shall not be deemed liable for any manner of trespass by this action; or

6.1.2. To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

SECTION 7. OBLIGATIONS OF THE OWNERS

7.1. Notice of Sale. Any Owner intending to sell his Unit or any interest therein shall give written notice to the Board of such intention, together with (i) the address or legal description of the Unit being conveyed, (ii) the name and address of the intended purchaser, (iii) the name, address, and phone

number of the title company or attorney designated to close such transaction, (iv) names and phone numbers of real estate agents, if any, representing seller or purchaser, and (v) scheduled date of closing. An Owner shall furnish this information to the Board no less than 10 working days before the date of conveyance of the Unit or any interest therein.

7.2. Proof of Ownership. Except for those Owners who initially purchase a Unit from declarant, any person, on becoming an Owner of a Unit, shall furnish to the Board evidence of Ownership in the unit, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Association unless this requirement is first met. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the Unit or any interest therein.

7.3. Owners' Addresses. The Owner or the several co-owners of a Unit shall register and maintain one mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications. The Owner shall keep the Association informed of the member's current mailing address. If an Owner fails to maintain a current mailing address with the Association, the address of that Owner's Unit shall be deemed to be his mailing address.

7.4. Registration of Mortgagees. An Owner who mortgages his Unit shall furnish the Board with the name and mailing address of his mortgagee.

7.5. Assessments. All Owners shall be obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. A member shall be deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his Unit.

7.6. Compliance with Documents. Each Owner shall comply with the provisions and terms of the Governing Instruments, and any amendments thereto. Further, each Owner shall always endeavor to observe and promote the cooperative purposes for which the condominium was established.

SECTION 8. ASSOCIATION RECORDS

8.1. Records. The Association shall use its best efforts to keep the following records:

8.1.1. Minutes or a similar record of the proceedings of meetings of the Association. A recitation in the minutes that notice of the meeting was properly given shall be sufficient evidence that such notice was given.

8.1.2. Minutes or a similar record of the proceedings of meetings of the Board.

8.1.3. Names and mailing addresses of the members, the currency and accuracy of the information being the responsibility of the members.

8.1.4. Names and mailing addresses of the mortgagees, the currency and accuracy of the information being the responsibility of the members and their mortgagees.

8.1.5. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles.

8.1.6. A copy of the plans and specifications used to construct the condominium.

8.1.7. A copy of plans and specifications acquired by the Association over time for improvements to the condominium.

8.1.8. Copies of income tax returns prepared for the Internal Revenue Service.

8.1.9. Copies of the Governing Instruments and all amendments to any of these. Also, for at least 4 years, a record of all votes or written consents by which amendments to the Governing Instruments were approved.

8.2. Inspection of Books and Records. Books and records of the Association shall be made available for inspection and copying pursuant to Section 82.114(b) of TUCA and Section 3.153 of the Texas Business Organizations Code.

8.3. Resale Certificates. Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Section 82.157 of TUCA. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Unit for which the certificate is furnished.

SECTION 9. NOTICES

9.1. Co-Owners. If a Unit is owned by more than one person, notice to one co-owner shall be deemed notice to all co-owners.

9.2. Delivery of Notices. Any written notice required or permitted by these Bylaws may be given personally, by mail, or by facsimile transmission. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the member at the address shown on the Association's records. If transmitted by facsimile, the notice is deemed delivered on successful transmission of the facsimile.

9.3. Waiver of Notice. Whenever any notice is required to be given to an Owner, member, or Director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a member or Director at any meeting of the Association or Board, respectively, shall constitute a waiver of notice by such member or Director of the time, place, and purpose of such meeting. If all members or Directors are present at any meeting of the Association or Board, respectively, no notice shall be required and any business may be transacted at such meeting.

SECTION 10. AMENDMENTS TO BYLAWS

10.1. Amendment by Board. These Bylaws may be amended by the Board.

10.2. Effective. To be effective, each amendment must be in writing, reference the names of the condominium and the Association, be signed by at least two officers acknowledging the requisite approval of the Board, and be delivered to an Owner of each Unit at least 10 days before the amendment's effective date. Further, if these Bylaws are publicly recorded, the amendment must recite the recording data for the Bylaws, be in a form suitable for recording as a real property record, and be delivered to the county clerk for recordation.

**SECTION 11.
GENERAL PROVISIONS**

11.1. Conflicting Provisions. If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

11.2. Severability. Invalidation of any provision of these Bylaws, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

11.3. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board, and is subject to change from time to time as the Board shall determine. In the absence of a resolution by the Board, the fiscal year shall be the calendar year.

11.4. Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Bylaws of Paradise Cove Condominium Association, Inc., as adopted by the initial Board of Directors at its organization meeting on the _____ day of September, 2016.

Paradise Cove Condominium Association, Inc., a Texas
non-profit corporation

By: _____
Yogesh Kumar, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this ____ day of September, 2016, personally appeared Yogesh Kumar, Secretary of Paradise Cove Condominium Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.

NOTARY PUBLIC, State of Texas