

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR 303 OFFICE CONDOMINIUMS**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 303 OFFICE CONDOMINIUMS (this "**Second Amendment**") is executed to be effective as of the date set forth below by OLIVE GROVE PARTNERS II, LTD., a Texas limited partnership ("**Declarant**").

RECITALS:

A. Declarant filed for record that certain Declaration of Covenants, Conditions and Restrictions for 303 Office Condominiums (the "**Declaration**"), recorded on June 1, 2006, as Document No. 2006102428, Official Public Records of Travis County, Texas, covering the condominiums established thereby (the "**Condominiums**") and the real property described therein (together with all improvements located thereon and all easements, rights and appurtenances thereto, the "**Property**"). Declarant filed for record that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for 303 Office Condominiums (the "**First Amendment**"), recorded on November 7, 2006, as Document No. 2006215859, Official Public Records of Travis County, Texas.

B. Section 2.9(a) of the Declaration grants Declarant Special Declarant Rights including the right to unilaterally amend the Declaration and its Plat to subdivide Units owned by Declarant, subject to the provisions of Section 8.1(f) of the Declaration regarding uniformity of form and terminology and distribution of such amendment to Owners.

C. Declarant is the sole owner of Unit 202 and Unit 203 of the Condominiums, and desires to subdivide such Units into additional Units and reallocate the Allocated Interest and amount of votes for such Units in accordance with Sections 2.9(a) and 8.1(f) of the Declaration and Exhibit C of the First Amendment. Simultaneously, Declarant desires to correct a typing error in the First Amendment regarding the percentage ownership of Unit 303.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Declarant hereby amends the Declaration as follows:

1. Recitals. The foregoing recitals are incorporated into this Second Amendment for all purposes.

2. Capitalized Terms. Any capitalized term that is used herein and is not otherwise defined herein shall have the same meaning that is ascribed to it in the Declaration.

3. Amendment to Condominium Plat. The portion of page 3 of Exhibit B1 to the First Amendment covering Unit A-201 is hereby amended to reflect the subdivided Units depicted on Exhibit B1 to this Second Amendment. The document attached hereto as Exhibit B1 is hereby substituted for Exhibit B1 attached to the First Amendment in its entirety.


4. Reallocation of Percentage of Ownership of Common Elements. In accordance with Sections 2.9(a) and 8.1(f) of the Declaration, the document attached hereto as Exhibit C is hereby substituted for Exhibit C attached to the First Amendment in its entirety.

5. No Further Changes. Except as expressly set forth in this Second Amendment and the Exhibits hereto, the Declaration and the First Amendment shall remain unchanged and shall continue in full force and effect.

EFFECTIVE as of November 30, 2007.

OLIVE GROVE PARTNERS II, LTD.,
a Texas limited partnership

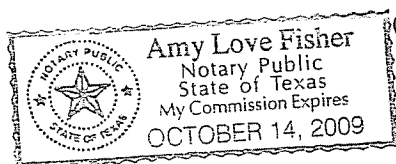
By: Cedar Bridge, Inc., a Texas corporation,
General Partner

By: 
F. S. Rebeiz, President

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 11 day of December, 2007, by F. S. Rebeiz, as President of Cedar Bridge, Inc., a Texas corporation, as General Partner of OLIVE GROVE PARTNERS II, LTD., a Texas limited partnership, on behalf of said corporation and said limited partnership.




NOTARY PUBLIC, State of Texas

EXHIBIT B1

SECOND AMENDMENT - 303 OFFICE CONDOMINIUMS PLAT

UNIT A-201

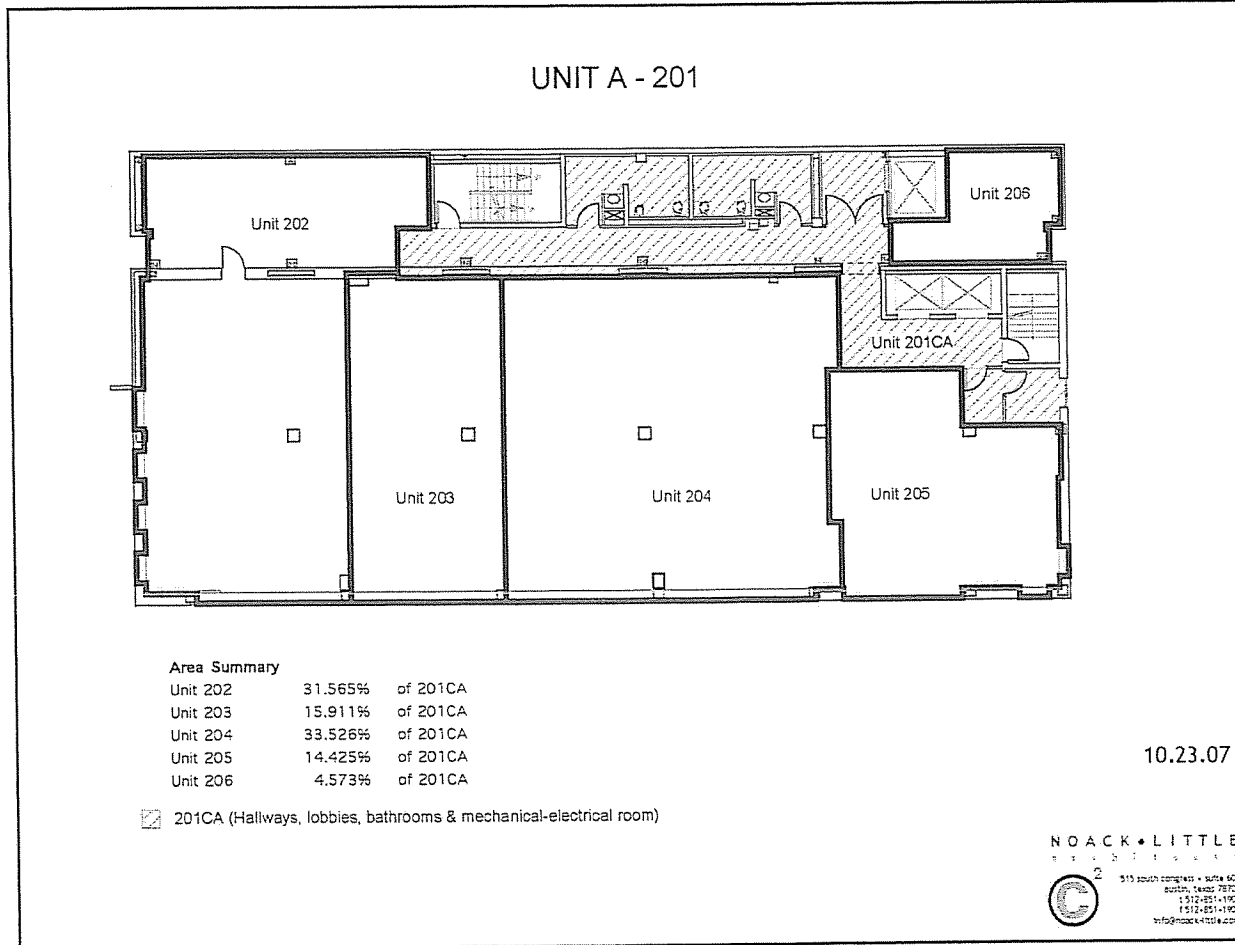


EXHIBIT C

SECOND AMENDMENT - 303 OFFICE CONDOMINIUMS PLAT

**PERCENTAGE OF OWNERSHIP
OF COMMON ELEMENTS**

Unit	Square Footage of Unit	Votes	Allocated Interest in Common Elements
A-101	9147 square feet	20.450	20.450 %
202	2255 square feet (Includes 31.565% of area of Unit 201CA)	5.041	5.041%
203	1137 square feet (Includes 15.911% of area of Unit 201CA)	2.543	2.543%
204	2396 square feet (Includes 33.526% of area of Unit 201CA)	5.356	5.356%
205	1031 square feet (Includes 14.425% of area of Unit 201CA)	2.304	2.304%
206	327 square feet (Includes 4.573% of area of Unit 201CA)	0.731	0.731%
302	2245 square feet (Includes 31.412% of area of Unit 301CA)	5.018	5.018%
303	4577 square feet (Includes 64.053% of area of Unit 301CA)	10.233	10.233%

304	324 square feet (Includes 4.535% of area of Unit 301CA)	0.724	0.724%
401	1128 square feet (Includes 15.783% of area of Unit 401CA)	2.522	2.522%
405A	2592 square feet (Includes 36.267% of area of Unit 401CA)	5.793	5.793%
405B	325 square feet (Includes 4.548% of area of Unit 401CA)	0.727	0.727%
411	3101 square feet (Includes 43.402% of area of Unit 401CA)	6.933	6.933%
A-501	7146 square feet	15.975	15.975 %
A-601	6998 square feet	15.650	15.650 %
Total	44,729 square feet	100.00	100.000%

AFTER RECORDING, RETURN TO:

Ron King
CSA Management
8305 Shoal Creek Blvd
Austin, Texas 78757