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**Party Wall Agreement**

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_ and \_\_\_\_\_, Husband and Wife who reside at \_\_\_\_\_ Bella Terra Court, Sunrise Beach, MO and \_\_\_\_\_ and \_\_\_\_\_, Trustees of the J \_\_\_\_\_ and \_\_\_\_\_ Living Trust Dated \_\_\_\_\_, who reside at \_\_\_\_ Bella Terra Ct., Sunrise Beach, MO.

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_ are the owners of the premises at \_\_\_\_ Bella Terra Court, Sunrise Beach, MO, more fully described as follows:

**All of Lot \_\_\_\_ of Bella Terra III Subdivision, according to the plat thereof on file and of record in Plat Book 169, at Page 15, Camden County Recorder's Office.**

Hereinafter referred to as *Lot* \_\_\_\_;

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_ are the owners of the premises at \_\_\_\_ Bella Terra Court, Sunrise Beach, MO, more fully described as follows:

**All of Lot \_\_\_\_ of Bella Terra III Subdivision, according to the plat thereof on file and of record in Plat Book 169, at Page 15, Camden County Recorder's Office.**

Hereinafter referred to as *Lot* \_\_\_\_;

WHEREAS, *Lot* \_\_\_\_A adjoins *Lot* \_\_\_\_B to the \_\_\_\_\_ [North, South East, West as appropriate ~~this before completion and filing~~] on which a single-family home is located, and a single-family home is located on Lot A; and

WHEREAS, the \_\_\_\_\_ wall of the building located on Lot A and the \_\_\_\_\_ wall of the building located on Lot B form a common wall and boundary between Lots A and B;

WHEREAS, the parties desire to settle all questions relating to the ownership and use of the common wall and all differences between relating to that boundary;

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and promises set forth in this agreement, the parties agree as follows:

Section 1. Party Wall Declaration

- a. The wall shall be a party wall, and the parties shall have the right to use it jointly.

Section 2. Restrictions on Use

- b. Neither owner shall have the right to destroy or remove any structural changes to the party Wall without the prior written consent of the other Owner. Nor shall any Owner insert or place timber, beams, pipes, conduit, or other materials into the Party Wall in a manner that affects the structural integrity of the Party Wall without the prior written consent of the other Owner.

Section 3. Repairing or Rebuilding

- c. If it becomes necessary to repair or rebuild the whole or any part of the wall, the repairing or rebuilding expense shall be borne equally by the parties, or by their heirs and assigns who shall at the time of the repair or rebuilding be using it, in proportion to the extent of their use. Any repairing or rebuilding of the wall shall be on the same location, and of the same size, as the original wall or part of the original wall, and of the same or similar material of the same quality as that used in the original wall or part of the original wall.

Section 4. Damage to the wall

- d. Should the necessity of repairing or rebuilding the wall be brought on by the actions of one party, such that the repairing or rebuilding would not be necessary without said actions, the party responsible, or their heirs or assigns, shall bare the entirety of the expense to repair or rebuild the wall. Any repairing or rebuilding of the wall shall be on the same location, and of the same size, as the original wall or part of the original wall, and of the same or similar material of the same quality as that used in the original wall or part of the original wall.

Section 5. Arbitration

- e. Any controversy that may arise between the parties with respect to the necessity for, or cost of, repairs or with respect to any other rights or liabilities of the parties under this agreement shall be submitted to the decision of three arbitrators, one to be chosen by each of the parties to this agreement, and the third by the two so chosen. The award of a majority of the arbitrators shall be final and conclusive on the parties.
- f. Should the parties instead choose to file litigation, the party found to be at fault shall pay the attorneys fees of the other. If no fault is found, the prevailing party shall have their attorneys' fees paid for by the other party.

Section 6. Binding effect

- g. The benefits and obligations of the covenants in this agreement shall run with the land described above so long as the wall or any extension thereto continues to exist, and shall bind the respective parties to this agreement, their heirs, legal representatives, and assigns.

In witness whereof, the parties have executed this agreement as the day and year first above written.

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\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print name)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, Husband and Wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, the day and year last above written.

\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, Trustees of the \_\_\_\_\_ Living Trust Dated \_\_\_\_\_, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, the day and year last above written.

\_\_\_\_\_  
Notary Public

My term expires: \_\_\_\_\_