

IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT, IN AND  
FOR PALM BEACH COUNTY, FLORIDA

CASE NO.:

PETER TREADWAY and YUNG FAI KO, his  
wife

Plaintiffs,

vs.

SEVEN BRIDGES HOMEOWNERS  
ASSOCIATION, INC., a Florida non-profit  
corporation, and CAMPBELL PROPERTY  
MANAGEMENT AND REAL ESTATE, INC.,  
a Florida corporation,

Defendants.

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**COMPLAINT**

COME NOW the Plaintiffs, PETER TREADWAY and YUNG FAI KO, his wife, by and through their undersigned attorney and hereby sue the Defendants, SEVEN BRIDGES HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "SEVEN BRIDGES"), and CAMPBELL PROPERTY MANAGEMENT AND REAL ESTATE, INC. (hereinafter referred to as "CAMPBELL PROPERTY"), and allege the following:

**GENERAL ALLEGATIONS**

1. This is an action for damages which exceed the sum of Fifty Thousand Dollars (\$50,000.00).

2. At all times material hereto, Plaintiffs, PETER TREADWAY and YUNG FAI KO, his wife, were over the age of eighteen (18) years, residents of Palm Beach County, Florida and *sui juris*.

3. At all times material hereto, the Defendant, SEVEN BRIDGES, was a Florida non-profit corporation, authorized and doing business in Palm Beach County, Florida.

4. At all times material hereto, the Defendant, CAMPBELL PROPERTY, was a Florida corporation, authorized and doing business in Palm Beach County, Florida.

5. At all times material hereto, Defendant, SEVEN BRIDGES, was the property management association for the property located at 16701 Cabernet Drive, Delray Beach, FL 33446.

6. At all times material hereto, Defendant, CAMPBELL PROPERTY, was the property management company for Seven Bridges, specifically the property located at 16701 Cabernet Drive, Delray Beach, FL 33446.

7. At all times material hereto, Defendant, SEVEN BRIDGES, maintained control of their property, and was responsible for supervising their employees and agents in inspecting and maintaining their property.

8. At all times material hereto, Defendant, CAMPBELL PROPERTY, maintained the property for Seven Bridges, specifically the property located at 16701 Cabernet Drive, Delray Beach, FL 33446, and was responsible for supervising their employees and agents in inspecting and maintaining the property.

9. At all times material hereto, the Defendant, SEVEN BRIDGES, owed a duty to the Plaintiff, PETER TREADWAY, and other members of the general public similarly situated, to keep its property in a reasonably safe condition, and to protect the Plaintiff, PETER TREADWAY,

from dangers which the Defendant, SEVEN BRIDGES, their employees, and/or agents were or should have been aware.

10. At all times material hereto, the Defendant, CAMPBELL PROPERTY, owed a duty to Seven Bridges and the homeowners, including Plaintiff, PETER TREADWAY, and other members of the general public similarly situated, to maintain and inspect the property, and keep the property in a reasonably safe condition, and to protect the Plaintiff, PETER TREADWAY, from dangers which the Defendant, CAMPBELL PROPERTY, their employees, and/or agents were or should have been aware.

11. At all times material hereto, the Defendant, SEVEN BRIDGES, breached their duty of care by negligently maintaining Seven Bridges property which allowed for a dangerous condition to develop and exist for an extended period of time.

12. At all times material hereto, the Defendant, CAMPBELL PROPERTY, breached their duty of care by negligently maintaining Seven Bridges property which allowed for a dangerous condition to develop and exist for an extended period of time.

13. On January 27, 2024, the Plaintiff, PETER TREADWAY, was going to his community pool for his daily aquatic exercises located on the property of the Defendant, SEVEN BRIDGES, located at 16701 Cabernet Drive, Delray Beach, FL 33446.

14. On the above-referenced date, the Plaintiff, PETER TREADWAY, was making his way to place his items on a large chair when he tripped on an uneven paver located on the outside of the pool deck.

15. At the time of the Plaintiff, PETER TREADWAY's fall, the Defendants' conduct by their negligent maintenance of the community pool area allowed for a dangerous and hazardous condition to develop.

16. All conditions precedent to the bringing of this action have been performed, waived, or excused.

**COUNT I – NEGLIGENCE ALLEGATION AS TO DEFENDANT, SEVEN BRIDGES HOMEOWNERS ASSOCIATION, INC.**

17. The Plaintiff, PETER TREADWAY, hereby re-alleges and re-affirms paragraphs one (1) through sixteen (16) above as if fully set forth herein.

18. At all times material hereto, the Defendant, SEVEN BRIDGES, breached their duty of care owed to the Plaintiff, PETER TREADWAY, and others similarly situated by failing to maintain their property in a reasonably safe condition.

19. Particularly, at all times material hereto, the Defendant, SEVEN BRIDGES, was negligent in their inspections and maintenance of their community pool area.

20. As a direct and proximate result of the aforementioned negligence, the Plaintiff, PETER TREADWAY, was caused to trip and fall on an uneven paver outside the pool deck which caused a dangerous and hazardous condition to exist on the Defendant, SEVEN BRIDGES, community pool area, and subsequently suffered significant personal injuries as a result.

21. The hazardous condition created by the negligently maintained pavers on the pool deck was known to the Defendant, SEVEN BRIDGES, and its agents or employees, or had existed for a sufficient length of time so that the Defendant, SEVEN BRIDGES, should have known about it.

22. The Defendant, SEVEN BRIDGES, its agents, servants, and/or employees, acting within the course and scope of such agency, service or employment, had a non-delegable duty to properly maintain the Defendant, SEVEN BRIDGES, premises in a reasonably safe condition for their tenants, invitees, and the general public.

23. At the time and place aforementioned above, the Defendant, SEVEN BRIDGES, through its agents, servants, and/or employees, while acting within the scope and course of such agency or employment:

- a. Did carelessly and negligently maintain their property which resulted in an unsafe and dangerous condition;
- b. Did negligently fail to properly maintain the pool pavers for tenants and invitees on their property;
- c. Negligently failed to warn the Plaintiff, PETER TREADWAY, of the poorly maintained pool area which the Defendant, had or should have had, greater knowledge of the existing hazards the Plaintiff, PETER TREADWAY;
- d. Negligently failed to warn the Plaintiff, PETER TREADWAY, of the dangerous condition surrounding the pool area on the Defendant, SEVEN BRIDGES', property; and
- e. Defendant, SEVEN BRIDGES, failed to exercise ordinary care by not identifying and eliminating the hazardous and dangerous condition presented the uneven pool pavers that were allowed to exist in the community pool area that was within their control.

24. As a direct and proximate result, Plaintiff, PETER TREADWAY, was injured in and about his body, suffered and aggravation of pre-existing conditions, pain and suffering, disability, disfigurement, inconvenience, impairment of working ability, mental anguish, loss of the capacity for the enjoyment of life, loss of income, loss of earning capacity, and Plaintiff has incurred medical expenses in the care and treatment of said injuries and will continue to accrue such in the future; all of said injuries are permanent within a reasonable degree of medical probability.

WHEREFORE, the Plaintiff, PETER TREADWAY, hereby demands judgment for compensatory damages, costs, prejudgment and post-judgment interest, and such other and further relief as the Court may deem appropriate and just under the circumstances against the Defendant,

SEVEN BRIDGES HOMEOWNERS ASSOCIATION, INC., a Florida limited company, and Plaintiff further demands trial by jury.

**COUNT II – NEGLIGENCE ALLEGATIONS AS TO DEFENDANT, CAMPBELL PROPERTY MANAGEMENT AND REAL ESTATE, INC.**

25. The Plaintiff, PETER TREADWAY, hereby re-alleges and re-affirms paragraphs one (1) through sixteen (16) above as fully set forth herein.

26. At all times material hereto, the Defendant, CAMPBELL PROPERTY, breached their duty of care owed to the Plaintiff, PETER TREADWAY, and others similarly situated by failing to maintain their property in a reasonably safe condition.

27. Particularly, at all times material hereto, the Defendant, CAMPBELL PROPERTY, was negligent in their inspections and maintenance of their community pool area.

28. As a direct and proximate result of the aforementioned negligence, the Plaintiff, PETER TREADWAY, was caused to trip and fall on an uneven paver outside the pool deck which caused a dangerous and hazardous condition to exist on the Defendant, CAMPBELL PROPERTY, community pool area, and subsequently suffered significant personal injuries as a result.

29. The hazardous condition created by the negligently maintained pavers on the pool deck was known to the Defendant, CAMPBELL PROPERTY, and its agents or employees, or had existed for a sufficient length of time so that the Defendant, CAMPBELL PROPERTY, should have known about it.

30. The Defendant, CAMPBELL PROPERTY, its agents, servants, and/or employees, acting within the course and scope of such agency, service or employment, had a non-delegable duty to properly maintain the Defendant, CAMPBELL PROPERTY, premises in a reasonably safe condition for their tenants, invitees, and the general public.

31. At the time and place aforementioned above, the Defendant, CAMPBELL PROPERTY, through its agents, servants, and/or employees, while acting within the scope and course of such agency or employment:

- a. Did carelessly and negligently maintain the Seven Bridges property which resulted in an unsafe and dangerous condition;
- b. Did negligently fail to properly maintain the pool pavers for tenants and invitees on Seven Bridges property;
- c. Negligently failed to warn the Plaintiff, PETER TREADWAY, of the poorly maintained pool area which the Defendant, had or should have had, greater knowledge of the existing hazards the Plaintiff, PETER TREADWAY;
- d. Negligently failed to warn the Plaintiff, PETER TREADWAY, of the dangerous condition surrounding the pool area on the Seven Bridges' property; and
- e. Defendant, CAMPBELL PROPERTY, failed to exercise ordinary care by not identifying and eliminating the hazardous and dangerous condition presented the uneven pool pavers that were allowed to exist in the community pool area that was within their control.

32. As a direct and proximate result, Plaintiff, PETER TREADWAY, was injured in and about his body, suffered and aggravation of pre-existing conditions, pain and suffering, disability, disfigurement, inconvenience, impairment of working ability, mental anguish, loss of the capacity for the enjoyment of life, loss of income, loss of earning capacity, and Plaintiff has incurred medical expenses in the care and treatment of said injuries and will continue to accrue such in the future; all of said injuries are permanent within a reasonable degree of medical probability.

WHEREFORE, the Plaintiff, PETER TREADWAY, hereby demands judgment for compensatory damages, costs, prejudgment and post-judgment interest, and such other and further relief as the Court may deem appropriate and just under the circumstances against the Defendant,

CAMPBELL PROPERTY MANAGEMENT AND REAL ESTATE, INC., a Florida corporation, and Plaintiff further demands trial by jury.

**COUNT III – YUNG FAI KO CONSORTIUM CLAIM**

33. Plaintiff re-alleges and re-affirms Paragraphs one (1) through sixteen (16) above, as if fully set forth herein.

34. At all times material hereto, the Plaintiffs, PETER TREADWAY and YUNG FAI KO, were married to each other and living together as husband and wife.

35. As a result, YUNG FAI KO, has been in the past, and will in the future, be deprived of the comfort, society and consortium of her husband, PETER TREADWAY.

WHEREFORE, Plaintiff, YUNG FAI KO, demands judgment against the Defendants, SEVEN BRIDGES HOMEOWNERS ASSOCIATION, INC., and CAMPBELL PROPERTY MANAGEMENT AND REAL ESTATE, INC., and further demands trial by jury.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

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