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CHAPTER 719 COOPERATIVES

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719.101 Short title.— This chapter shall be known and may be cited as the “Cooperative Act.”

History.—s. 2, ch. 76-222.

719.102 Purpose.—The purpose of this chapter is to give statutory recognition to the cooperative form of ownership of real property. It shall not be construed as repealing or amending any law now in effect, except those in conflict herewith, and any such conflicting laws shall be affected only insofar as they apply to cooperatives.

History.—s. 2, ch. 76-222.

719.103 Definitions.—As used in this chapter:

(1) “Assessment” means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

(2) “Association” means the corporation for profit or not for profit that owns the record interest in the cooperative property or a leasehold of the property of a cooperative and that is responsible for the operation of the cooperative.

(3) “Board of administration” means the board of directors or other representative body responsible for administration of the association.

(4) “Buyer” means a person who purchases a cooperative. The term “purchaser” may be used interchangeably with the term “buyer.”

(5) “Bylaws” means the bylaws of the association existing from time to time.

(6) “Committee” means a group of board members, unit owners, or board members and unit owners appointed by the board or a member of the board to make recommendations to the board regarding the association budget or take action on behalf of the board.

(7) “Common areas” means the portions of the cooperative property not included in the units.

(8) “Common areas” includes within its meaning the following:

(a) The cooperative property which is not included within the units.

(b) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common areas.

(c) An easement of support in every portion of a unit which contributes to the support of a building.

(d) The property and installations required for the furnishing of utilities and other services to more than one unit or to the common areas.

- (e) Any other part of the cooperative property designated in the cooperative documents as common areas.
- (9) “Common expenses” means all expenses and assessments properly incurred by the association for the cooperative.
- (10) “Common surplus” means the excess of all receipts of the association, including, but not limited to, assessments, rents, profits, and revenues on account of the common areas, over the amount of common expenses.
- (11) “Conspicuous type” means type in capital letters no smaller than the largest type on the page on which it appears.
- (12) “Cooperative” means that form of ownership of real property wherein legal title is vested in a corporation or other entity and the beneficial use is evidenced by an ownership interest in the association and a lease or other muniment of title or possession granted by the association as the owner of all the cooperative property.
- (13) “Cooperative documents” means:
- (a) The documents that create a cooperative, including, but not limited to, articles of incorporation of the association, bylaws, and the ground lease or other underlying lease, if any.
 - (b) The document evidencing a unit owner’s membership or share in the association.
 - (c) The document recognizing a unit owner’s title or right of possession to his or her unit.
- (14) “Cooperative parcel” means the shares or other evidence of ownership in a cooperative representing an undivided share in the assets of the association, together with the lease or other muniment of title or possession.
- (15) “Cooperative property” means the lands, leaseholds, and personal property owned by a cooperative association.
- (16) “Developer” means a person who creates a cooperative or who offers cooperative parcels for sale or lease in the ordinary course of business, but does not include the owner or lessee of a unit who has acquired or leased the unit for his or her own occupancy, nor does it include a condominium association which creates a cooperative by conversion of an existing residential condominium after control of the association has been transferred to the unit owners if, following the conversion, the unit owners will be the same persons.
- (17) “Division” means the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation.
- (18) “Equity facilities club” means a club comprised of recreational facilities in which proprietary membership interests are sold to individuals, which membership interests entitle the individuals to use certain physical facilities owned by the equity club. Such physical facilities do not include a residential unit or accommodation. For purposes of this definition, the term “accommodation” shall include, but is not limited to, any apartment, residential cooperative unit, residential condominium unit, cabin, lodge, hotel or motel room, or other accommodation designed for overnight occupancy for one or more individuals.
- (19) “Limited common areas” means those common areas which are reserved for the use of a certain cooperative unit or units to the exclusion of other units, as specified in the cooperative documents.
- (20) “Operation” or “operation of the cooperative” includes the administration and management of the cooperative property.
- (21) “Rental agreement” means any written agreement, or oral agreement if for less duration than 1 year, providing for use and occupancy of premises.
- (22) “Residential cooperative” means a cooperative consisting of cooperative units, any of which are intended for use as a private residence. A cooperative is not a residential cooperative if the use of the units is intended as primarily commercial or industrial and not more than three units are intended to be used for private residence, domicile, or homestead, or if the units are intended to be used as housing for maintenance, managerial, janitorial, or other operational staff of the cooperative. If a cooperative is a residential cooperative under this definition, but has units intended to be commercial or industrial, then the cooperative is a residential cooperative with respect to those units intended for use as a private residence, domicile, or

homestead, but not a residential cooperative with respect to those units intended for use commercially or industrially. With respect to a timeshare cooperative, the timeshare instrument as defined in s. 721.05 shall govern the intended use of each unit in the cooperative.

(23) “Special assessment” means any assessment levied against unit owners other than the assessment required by a budget adopted annually.

(24) “Structural integrity reserve study” means a study of the reserve funds required for future major repairs and replacement of the cooperative property performed as required under s. 719.106(1)(k).

(25) “Timeshare estate” means any interest in a unit under which the exclusive right of use, possession, or occupancy of the unit circulates among the various purchasers of a timeshare plan pursuant to chapter 721 on a recurring basis for a period of time.

(26) “Unit” means a part of the cooperative property which is subject to exclusive use and possession. A unit may be improvements, land, or land and improvements together, as specified in the cooperative documents. An interest in a unit is an interest in real property.

(27) “Unit owner” or “owner of a unit” means the person holding a share in the cooperative association and a lease or other muniment of title or possession of a unit that is granted by the association as the owner of the cooperative property.

(28) “Voting certificate” means a document which designates one of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of a cooperative unit that is owned by more than one owner or by any entity.

(29) “Voting interests” means the voting rights distributed to the association members as provided for in the articles of incorporation.

History.—s. 2, ch. 76-222; s. 1, ch. 77-174; s. 8, ch. 80-3; s. 10, ch. 86-175; s. 17, ch. 92-49; s. 874, ch. 97-102; s. 8, ch. 98-322; s. 5, ch. 99-382; s. 1, ch. 2000-302; s. 6, ch. 2007-173; s. 55, ch. 2008-240; s. 15, ch. 2021-99; s. 13, ch. 2022-269; s. 12, ch. 2023-203; s. 37, ch. 2025-175.

719.1035 Creation of cooperatives.—

(1) The date when cooperative existence shall commence is upon commencement of corporate existence of the cooperative association as provided in s. 607.0203. The cooperative documents must be recorded in the county in which the cooperative is located before property may be conveyed or transferred to the cooperative. All persons who have any record interest in any mortgage encumbering the interest in the land being submitted to cooperative ownership must either join in the execution of the cooperative documents or execute, with the requirements for deed, and record, a consent to the cooperative documents or an agreement subordinating their mortgage interest to the cooperative documents. Upon creation of a cooperative, the developer or association shall file the recording information with the division within 30 working days on a form prescribed by the division.

(2) All provisions of the cooperative documents are enforceable equitable servitudes, run with the land, and are effective until the cooperative is terminated.

History.—s. 11, ch. 86-175; s. 188, ch. 90-179; s. 41, ch. 95-274; s. 9, ch. 98-322; s. 6, ch. 99-382.

719.104 Cooperatives; access to units; records; financial reports; assessments; purchase of leases.—

(1) **RIGHT OF ACCESS TO UNITS.**—The association has the irrevocable right of access to each unit from time to time during reasonable hours when necessary for the maintenance, repair, or replacement of any structural components of the building or of any mechanical, electrical, or plumbing elements necessary to prevent damage to the building or to another unit.

(2) **OFFICIAL RECORDS.**—

(a) From the inception of the association, the association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the association:

1. The plans, permits, warranties, and other items provided by the developer pursuant to s. 719.301(4).
2. A photocopy of the cooperative documents.

3. A copy of the current rules of the association.
4. A book or books containing the minutes of all meetings of the association, of the board of directors, and of the unit owners.
5. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The association shall also maintain the e-mail addresses and the numbers designated by unit owners for receiving notice sent by electronic transmission of those unit owners consenting to receive notice by electronic transmission. The e-mail addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked. However, the association is not liable for an erroneous disclosure of the e-mail address or the number for receiving electronic transmission of notices.
6. All current insurance policies of the association.
7. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility.
8. Bills of sale or transfer for all property owned by the association.
9. Accounting records for the association and separate accounting records for each unit it operates, according to good accounting practices. The accounting records shall include, but not be limited to:
 - a. Accurate, itemized, and detailed records of all receipts and expenditures.
 - b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
 - c. All audits, reviews, accounting statements, structural integrity reserve studies, and financial reports of the association. Structural integrity reserve studies must be maintained for at least 15 years after the study is completed.
 - d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.
10. Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by unit owners, which shall be maintained for a period of 1 year after the date of the election, vote, or meeting to which the document relates.
11. All rental records where the association is acting as agent for the rental of units.
12. A copy of the current question and answer sheet as described in s. 719.504.
13. All affirmative acknowledgments made pursuant to s. 719.108(3)(b)3.
14. A copy of the inspection reports described in ss. 553.899 and 719.301(4)(p) and any other inspection report relating to a structural or life safety inspection of the cooperative property. Such record must be maintained by the association for 15 years after receipt of the report.
15. All other written records of the association not specifically included in the foregoing which are related to the operation of the association.
 - (b) The official records of the association must be maintained within the state for at least 7 years. The records of the association shall be made available to a unit owner within 45 miles of the cooperative property or within the county in which the cooperative property is located within 10 working days after receipt of written request by the board or its designee. This paragraph may be complied with by having a copy of the official records of the association available for inspection or copying on the cooperative property or the association may offer the option of making the records available to a unit owner electronically via the Internet or by allowing the records to be viewed in an electronic format on a computer screen and printed upon request. The association is not responsible for the use or misuse of the information provided to an association member or his or her authorized representative pursuant to the compliance requirements of this chapter unless the association has an affirmative duty not to disclose such information pursuant to this chapter.
 - (c) The official records of the association are open to inspection by any association member and any person authorized by an association member as a representative of such member at all reasonable times. The right to