ROBIN SMITH · SURFSIDE BEACH & THE GRAND STRAND, SC

The Grand Strand *Seller's Guide*

Selling on the South Carolina coast has its own mechanics — a disclosure statute with real teeth, an attorney at the closing table by law, a transfer tax that lands on the seller by custom, and a tax picture that splits sharply between a primary home and a second one. This guide walks the whole path, the way I walk it with every seller.

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CONTENTS

Eight short chapters, in the order they happen.

Every fact in this guide comes from the fully sourced articles at **www.robinsmithhomes.com/blog**, and the working tools live at **www.robinsmithhomes.com/sellers** — a South Carolina net sheet, the listing-to-closing timeline, and a coastal prep checklist. The appendix lists the primary sources.

CHAPTER 1

Deciding, and building the team.

There's no single "best month" to sell here — timing depends on your flexibility, whether you're selling contingent on finding the next home, and whether this is your primary residence or a second home (which changes the tax picture — Chapter 7).

Your listing agent should be licensed through the **South Carolina Real Estate Commission** — its public lookup verifies any agent's license. A good listing agent does more than put a sign in the yard: pricing strategy, marketing, negotiating offers, and managing the transaction to closing are all part of the job, and it's fair to ask a prospective agent how they'd approach each one for your specific property.

South Carolina also requires a **licensed attorney to conduct the closing** — the state Supreme Court has ruled on it, and the Bar's ethics guidance treats anything else as the unauthorized practice of law. As a seller you'll typically want your own closing attorney reviewing the contract and title work, distinct from the buyer's — and looping them in early, right after you go under contract, gives them runway to catch title issues before they become closing-day surprises.

Full article: **Selling a Home in Myrtle Beach — The Complete Guide** · robinsmithhomes.com/blog/selling-a-home-in-myrtle-beach-complete-guide

CHAPTER 2

Pricing it right, from day one.

Overpricing is the most common — and most expensive — mistake I see sellers make.

A home that sits overpriced for weeks often ends up selling for **less** than it would have with an accurate price from the start, because buyers and their agents notice a property that's been sitting, and that perception becomes negotiating leverage against you.

The right starting point is a **comparative market analysis** — recently sold, genuinely comparable properties in your specific area — not what you'd like to get, and not what a national home-value estimator guesses from afar. When we sit down together, that's what we build first: what actually sold, for how much, and what that says about your home's honest range.

> **SEE YOUR NUMBER, NOT JUST YOUR PRICE**
>
> Price is only the top line. The **South Carolina net sheet** at robinsmithhomes.com/sellers/net-sheet works from sale price down through commission, the state's deed fee, your attorney, your payoff, and prorations to the number you'd actually walk away with — Chapter 6 explains each line.

CHAPTER 3

What the law makes you disclose.

South Carolina's Residential Property Condition Disclosure Act is narrower than most people expect and broader than most people hope. It applies to residential property of one to four dwelling units, and the form goes to the buyer **before they sign the contract** — in a normal listed sale, it goes out with the listing.

The statute requires the form to cover at least these nine categories:

#	CATEGORY
1	Water supply and sanitary sewage disposal system
2	Roof, chimneys, floors, foundation, basement, and other structural components — and modifications to them
3	Plumbing, electrical, heating, cooling, and other mechanical systems
4	Present wood-destroying insect infestation, or past infestation with unrepaired damage
5	Zoning, restrictive covenants, building codes and other land-use restrictions; encroachments; government notices
6	Lead-based paint, asbestos, radon, methane, underground storage tanks, and other environmental hazards
7	Any rental, rental-management, or vacation-rental contract in place at closing
8	Any meter conservation charge on electric or gas service
9	Whether the property is governed by a homeowners association

"No representation" is not a hiding place

The form lets you answer from actual knowledge *or* check "no representation." That's a legitimate answer where you genuinely don't know — an inherited property you never occupied, a system you've never had inspected. Checking it on something you **do** know about is a knowing misstatement, and the statute's liability section is waiting: an owner who knowingly discloses false, incomplete, or misleading material information is liable for the buyer's actual damages, court costs, and potentially their attorney fees. That word — *knowingly* — is doing the work. This isn't strict liability for everything wrong with the house; it targets what you knew and misstated.

Three rules sellers don't expect

- **The duty continues after delivery.** If something makes the form materially inaccurate between contract and closing — the HVAC dies, a storm damages the roof — you must promptly deliver a corrected statement or make reasonable repairs before closing. Doing neither is a violation.

- **"As is" doesn't cancel the form.** As-is is a contract term about who pays for repairs — it isn't an exemption from the disclosure and isn't a defense to a knowing misstatement.
- **Some transfers are exempt** — new construction never inhabited, many estate and fiduciary transfers, transfers between co-owners or family, public auction, and a written mutual agreement to skip the form among them. Confirm with your closing attorney rather than assuming.

Selling a pre-1978 home? Federal lead-paint rules apply on top: an EPA pamphlet, disclosure of any known lead-based paint, a 10-day inspection opportunity (waivable in writing), and a required contract attachment — answering item 6 on the state form does not satisfy the separate federal requirement.

Full article: **South Carolina Seller Disclosure Requirements Explained** · robinsmithhomes.com/blog/south-carolina-seller-disclosure-requirements

CHAPTER 4

Three coastal disclosures that live outside the form.

1 · Oceanfront setback lines

A contract for property wholly or partly seaward of the state's setback or jurisdictional line must contain its own disclosure — referencing the setback line, the baseline, the structure's seaward corners in state plane coordinates, and the zone's most recent published erosion rate. That's a coordinate reference and an erosion rate, not just a sentence — raise it with your closing attorney early if you're selling oceanfront.

2 · Vacation rentals on the calendar

This is the Grand Strand disclosure that causes the most avoidable damage. Under the South Carolina Vacation Rental Act, your buyer **takes title subject to** the vacation rental and rental-management agreements for all rental periods beginning within **90 days** of their deed being recorded. Your duties are specific and time-bound: disclose all future rental periods in writing **before the contract is ratified**, give the rental management company the buyer's name and address in writing within **14 days** of the contract, and again within 14 days of the transfer with the recording date. Knowing violations carry liability for actual damages and court costs, with attorney fees available.

3 · The HOA line — read it precisely

The state form asks one thing: **whether** an HOA governs the property. It does not require you to produce the association's declaration, bylaws, budget, or reserve study — but producing them is standard practice in Grand Strand transactions, usually built into the purchase contract, and buyers' lenders expect them. Pull those documents together **before you list**, so they're ready when asked rather than a scramble under contract.

CHAPTER 5

Preparing a coastal home for market.

Before listing photos get taken, walk the home the way a buyer would.

Declutter, handle the obvious repairs, and pay particular attention to what a coastal climate makes worse than it would be inland: humidity marks, any sign of moisture intrusion, and general upkeep on anything exposed to salt air. Whether staging is worth the cost depends on the property and price point — it's a conversation, not a universal yes or no.

If the home has a known issue you're on the fence about disclosing or repairing, raise it with your agent and attorney **now**. Deciding how to handle a known issue is much easier before a buyer's inspector finds it than after — and a documented, properly repaired problem is a much smaller negotiating item than a discovered one.

> THE WORKING CHECKLIST
>
> The **coastal prep checklist** at robinsmithhomes.com/sellers/coastal-prep-checklist walks the same ground item by item — it saves your progress on your phone, and it prints.

CHAPTER 6

Contract to closing — and what you'll actually net.

Once you accept an offer, you'll work through the contract's contingencies — financing, inspection, appraisal — on South Carolina's standard due-diligence timeline, with your attorney starting title work shortly after ratification.

What you walk away with is the sale price minus a short list of real costs:

LINE	WHAT TO KNOW
Commission	Negotiated between you and your listing agent — there is no fixed or government-set rate — and typically covers both the listing side and the buyer's-agent side. Discuss it directly before signing a listing agreement.
Deed recording fee	South Carolina's transfer tax: **$1.85 per $500** of the property's value ($1.30 to the state, $0.55 to the county). By long-standing custom it falls to the **seller** — the reverse of most closing costs — though everything in a contract is negotiable.
Closing attorney's fee	Your own attorney's work on the contract, title, and closing.
Payoff & prorations	Your existing mortgage payoff, property taxes prorated to the closing date, and any repairs or credits negotiated into the contract.

On closing day itself: bring government photo ID for everyone on the deed, and if anyone is signing by power of attorney, get it approved by the closing attorney and lender **in advance** — a POA that surfaces on closing day is the most common cause of delay. Your proceeds will move by wire; confirm the instructions by phone on a number you already had, never one from an email — wire fraud targets exactly this moment, on both sides of the table.

Run your own numbers: **the South Carolina net sheet** · robinsmithhomes.com/sellers/net-sheet — and the stage-by-stage walk at robinsmithhomes.com/sellers/listing-to-closing

CHAPTER 7

The tax picture.

This is where selling a primary residence and selling a second home diverge sharply.

Primary residence: federal law lets you exclude up to **$250,000** of gain from capital gains tax — **$500,000** for a married couple filing jointly — provided you've owned *and* used the home as your primary residence for at least 24 months out of the 5 years before the sale. The two tests can be met during different periods within that window, but both must be satisfied. Many primary-residence sellers here owe little or nothing in capital gains tax as a result.

Second home or investment property: that federal exclusion generally doesn't apply, and gain is more likely to be taxable. On the state side, South Carolina allows a deduction of **44% of net capital gain** from South Carolina taxable income — state tax reaches a smaller portion of the gain, though the specifics depend on your full situation.

None of this substitutes for a CPA or tax attorney looking at your actual numbers — but knowing the mechanics means you can ask the right questions **before** you list, not after you've closed. Property taxes themselves are prorated at the closing table, so the timing of your sale matters too.

Full article: **Selling a Home in Myrtle Beach — The Complete Guide** (Step 8) · robinsmithhomes.com/blog/selling-a-home-in-myrtle-beach-complete-guide

CHAPTER 8

The mistakes to skip.

- **Pricing from what you want, not what sold.** An overpriced listing sits, and a listing that's sat becomes its own red flag to buyers.
- **Treating the disclosure as a formality.** Knowingly leaving out or misrepresenting a known issue creates real legal liability, not just an awkward conversation.
- **Not pulling HOA documents until a buyer asks.** Have the declaration, bylaws, and financials ready before you list.
- **Assuming the home-sale exclusion applies automatically.** It only covers a primary residence that meets the ownership-and-use tests — a second home is a different tax situation entirely.
- **Selling a rental without the Vacation Rental Act's clock in mind.** Bookings within 90 days of recording follow the property to your buyer, and your notification duties run on 14-day deadlines.
- **Looping in the closing attorney late.** South Carolina requires one either way — involving them early catches title issues while they're still cheap.

About Robin

Hi, I'm Robin Smith, a Realtor with Weichert Realtors Southern Coast serving the Grand Strand of South Carolina. Originally from the Northeast, I moved to South Carolina to care for my parents, and along the way I fell in love with the area and discovered my true passion in real estate. Whether you're relocating, buying your dream home, or preparing to sell, I'm committed to making the process as smooth, enjoyable, and stress free as possible.

THINKING ABOUT LISTING?

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Primary sources

Every claim above is drawn from the cited articles at robinsmithhomes.com/blog, which source it to primary authority, including:

- S.C. Code of Laws: Title 27, Ch. 50 (Residential Property Condition Disclosure Act, §§ 27-50-10 through -110; Vacation Rental Act, § 27-50-250/-270), § 48-39-330 (beachfront setback disclosure), Title 27 Ch. 30 (HOA Act), § 12-6 (44% net capital gain deduction) — scstatehouse.gov
- SC Real Estate Commission — licensee lookup and the promulgated disclosure form — llr.sc.gov/re
- SC Department of Revenue — deed recording fee ($1.85 per $500) — dor.sc.gov
- SC Bar Ethics Advisory Opinion 05-16 (attorney closings) — scbar.org
- IRS Topic 701 (sale of your home: the $250,000/$500,000 exclusion and the ownership-and-use tests) — irs.gov
- Federal lead-based paint disclosure: 40 CFR Part 745, Subpart F — ecfr.gov
- CFPB — mortgage closing scams guidance — consumerfinance.gov

Please note: This guide is general information for Grand Strand home sellers — not legal, tax, or insurance advice. Real estate law, tax rules, and insurance requirements change over time and depend on your specific situation and property. South Carolina requires a licensed attorney at every real estate closing; consult that attorney, a CPA, or a licensed insurance agent before acting on anything you read here. Robin Smith is a licensed South Carolina real estate agent (License #139760), not an attorney, accountant, or insurance producer. Statutory citations and figures are as published by the cited sources at the time of writing — confirm current details with the source before relying on them.