SECOND DIVISION
DOYLE, P. J.,
DAVIS and WHITAKER, JJ.

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November 2, 2026

In the Court of Appeals of Georgia

A26A1562. NALLEY et al. v. CARROLL COUNTY.

DOYLE, Presiding Judge.

Clinton Nalley, Amberly Nalley, The Barn at Nalley Properties, LLC, and Nalley Properties, LLC (collectively, the "Nalleys") filed a complaint against Carroll County seeking a declaratory judgment that a conditional use permit ("CUP") previously issued for one of their properties automatically extends to cover a different piece of property that they subsequently acquired. The parties filed cross-motions for summary judgment, and after a hearing, the trial court granted Carroll County's motion and denied the Nalleys' motion. The Nalleys appealed, arguing that the trial court erred by denying their motion for summary judgment because (1) the previously issued CUP extended as a matter of law to the newly acquired piece of property; and

(2) the Nalleys acquired vested rights by virtue of the County Planner's purported assurances that the previously issued CUP would extend to cover the newly acquired piece of property. For the reasons that follow, we affirm.

"On appeal from the grant or denial of summary judgment, we conduct a de novo review, with all reasonable inferences construed in the light most favorable to the nonmoving party." *Sterling Planet, Inc. v. GRP Holdco, LLC*, 374 Ga. App. 754 (913 SE2d 881) (2025) (quotation marks omitted). Additionally, the construction of a zoning ordinance is a question of law, which we review de novo. See *Sprayberry v. Bd. of Comm'rs. of Putnam County*, 366 Ga. App. 810, 810-11 (884 SE2d 429) (2023).

So viewed, the record reflects that in February 2016, the Nalleys purchased a 15-acre tract of land in Carroll County, on which they currently live. A 2018 plat of survey divided their 15-acre parcel into two separate parcels — a 5-acre parcel including a barn as an event venue and a 10-acre parcel on which their home is located. In June 2019, they applied for a CUP allowing them to use the five-acre parcel as a special events venue to host weddings and parties. In August 2019, the Carroll County Board of Commissioners approved the CUP application, allowing use of the property as a small special events facility.

Relevant to this appeal, Section 102-4 of Carroll County's Zoning Code of

Ordinances provides as follows:

> *Conditional use* means a use for a particular piece of property that may be allowed by the Governing Authority when specifically listed in and provided for by this ordinance. A conditional use is subject to such restrictive requirements as in the opinion of the Governing Authority would be necessary to insure that the use is not detrimental to surrounding property. ...
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> *Special events facility* shall mean any place kept, used, maintained, advertised, or held out to the public as a place which serves as a location for special events including, but not limited to, weddings and receptions, ... and other similar parties, receptions, or events. Such facility includes privately-owned properties which have existing agricultural structures such as barns or outdoor agricultural areas such as lakes, open pastures, or fields, where such special events may take place and that can be maintained as or converted back to agricultural structures or areas. Such facility shall be open only for scheduled, event-based operations. Such facility shall not include places of worship or restaurants. No such facility shall be closer than 50 feet from a property line. There shall be three categories of special events facilities as follows:
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> (1) "Small special events facility" shall mean a special event facility with a maximum event size of 150 guests and shall be located on a minimum parcel size of four acres or larger.
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> (2) "Intermediate special events facility" shall mean a special event facility with a maximum event size of 250 guests and shall be

located on a minimum parcel size of 25 acres or larger.

> (3) "Large special events facility" shall mean a special event facility with a maximum event size of 500 guests and shall be located on a minimum parcel of 50 acres or larger.

Additionally, Section 102-12.9 of Carroll County's Zoning Code of Ordinances sets forth the procedures for determining whether to grant a CUP, including a requirement that the applicant must submit "a current boundary survey and plat plan ... [or] other similar drawing, sketch, or plans that properly identifies the boundaries of the planned development[,]" and a public hearing before the Carroll County Board of Commissioners, which is required to consider 13 specific factors regarding the potential adverse effects of granting a CUP on the area in which the proposed use will be located.

In 2021, the Nalleys became interested in purchasing a neighboring 15.67-acre property, on which a climate controlled barn is located, for purposes of hosting weddings and other events. The 15.67-acre property, which is zoned agricultural, is contiguous with the eastern border of the 10-acre tract on which the Nalleys' residence is located but is not contiguous to the western 5-acre tract to which the 2019 CUP applies.

In August 2021, Clint Nalley spoke over the phone with Janet Hyde, the county planner, regarding the proposed purchase of the 15.67-acre property. Clint testified that the substance of this conversation was as follows:

> [S]o I then called Janet Hyde at the County and I asked — I told her, I said, this is Clint Nalley, Barn at Nalley Properties, and we're looking at purchasing the property next to us and what amendments would need to be made in order for us to extend that permit to purchase this property and combine the parcel, and she said, none, as long as you stay under the 25 acres, and that was the end of that conversation.

Clint testified that during this conversation he did not mention to Hyde that the Nalleys wanted to host weddings and other events on the property. Also in August 2021, Aaron McCullough, a surveyor engaged by the Nalleys, had a phone conversation with Hyde in which he inquired generally as to the parameters of expanding a conditional use permit, and Hyde responded that the two situations in which an existing CUP required modification were "if an existing facility's property exceeded 25 acres in aggregate or ... if new buildings were constructed on the property."[1]

Thereafter, the Nalleys entered into a purchase agreement for the 15.67-acre

[1] Hyde's recollection of her conversations with Clint and McCullough was never preserved via testimony or affidavit, and she passed away during the pendency of the litigation.

property. Prior to closing, the Nalleys applied to formally combine the 5-acre property and the 15.67-acre property into a single parcel. In December 2021, McCullough e-mailed Hyde a "preliminary reconfiguration"[2] of the two properties, informing her of the Nalleys' intention to purchase the 15.67-acre property and asking, "Conceptually, is this approvable?" Hyde responded in the affirmative. On December 15, 2021, the Nalleys closed on their purchase of the 15.67-acre property for $1.2 million. On December 22, 2021, Hyde approved the Nalleys' application to combine the parcels, the combined acreage of which now totaled 20.67.[3]

In 2022, after expending substantial amounts for improvements of the newly acquired property, the Nalleys began hosting weddings on the property and advertising it as a special event venue. Hyde thereafter informed the Nalleys that the 2019 CUP did not extend to the newly acquired property and that the Nalleys would need to apply for a separate CUP for the property to hold weddings and other such

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[2] The preliminary configuration depicted a 20.67-acre area including the western 5-acre parcel to which the CUP applied and the yet-to-be-purchased 15.67-acre parcel to the east of the 10-acre parcel on which the Nalleys lived as Tract I. The Nalleys' 10-acre residential property was represented as Tract II. A narrow, L-shaped strip of land running along the northwest corner and northern border of Tract II connecting the 5- and 15.67-acre parcels was also depicted.

[3] The strip of land running along the northwest corner and northern border of the Nalleys' 10-acre residential property as depicted in the preliminary configuration now connected the 5- and 15.67-acre parcels.

events there. In March 2022, the Nalleys submitted an application for a CUP for the newly acquired property. In May 2022, the Carroll County Board of Commissioners denied the application.

In June 2022, the Nalleys filed a complaint against Carroll County, the Carroll County Board of Commissioners, and its individual members, in which they petitioned for a writ of certiorari as to the decision to deny their CUP application and requested declaratory relief. However, in January 2025, pursuant to *State v. Sass Group, LLC*, 315 Ga. 893 (885 SE2d 761) (2023), the trial court dismissed the Nalleys' original complaint without prejudice because it had named both Carroll County and the individual members of the Carroll County Board of Commissioners as defendants. The Nalleys thereafter brought a renewal complaint pursuant to OCGA § 9-2-61(a) against Carroll County only, in which they sought a declaratory judgment that the 2019 CUP previously applicable to their 5-acre parcel of property automatically extends to cover the newly acquired 15.67-acre parcel and, alternatively, that Hyde's representations regarding the purchase and combination of the new property with the 5-acre parcel resulted in the Nalleys' vested right to use the new property as a wedding venue without a CUP.

Discovery ensued, and eventually the Nalleys and Carroll County filed cross-

motions for summary judgment. The trial court convened a hearing on the parties' motions, thereafter entering an order denying the Nalleys' motion and granting Carroll County's motion. In its order, the trial court ruled that Carroll County's approval of the Nalleys' application to combine the 5-acre parcel to which the 2019 CUP applied with the subsequently acquired 15.67-acre parcel did not automatically extend the 2019 CUP to the subsequently acquired land. Additionally, the trial court noted that allowing the Nalleys to bypass applicable zoning ordinances in this way would deprive Carroll County of the opportunity to assess the impact of the proposed change in land use on the surrounding area. The Nalleys filed an application for discretionary appeal, which this Court granted, and this appeal followed.

1. The Nalleys contend that the trial court erred by declining to issue a declaratory judgment that the 2019 CUP applicable to their 5-acre parcel extends as a matter of law to cover the newly acquired 15.67-acre parcel. In particular, they argue that this result should follow from the fact that Carroll County's zoning code does not expressly prohibit it. We disagree.

"[Z]oning ordinances should be strictly construed in favor of the property owner, and ambiguities in the language of zoning ordinances should be resolved in favor of the free use of property. At the same time, [this Court] give[s] local

ordinances a reasonable construction where possible." *Bd. of Comm'rs of Henry County v. Welch*, 253 Ga. 682, 683(1) (324 SE2d 178) (1985) (cleaned up). "[A]ll parts of an ordinance relating to the same subject matter must be harmonized to reconcile conflicts, and any section of an ordinance must be construed in relation to the whole ordinance of which it is part." *SDS Real Prop. Holdings, Ltd. v. City of Brookhaven*, 341 Ga. App. 862, 866(1) (802 SE2d 100) (2017) (quotation marks omitted).

The term "conditional use permit" involves "a special use authorized by the existing zoning ordinance (e.g., airports, cemeteries, drive-in theaters, mobile home and trailer parks, quarries) but the ordinance provides that such uses shall be allowed only upon the condition that it be approved by the appropriate governmental body." *Atlanta v. Wansley Moving & Storage Co.*, 245 Ga. 794, 794(1) (267 SE2d 234) (1980) (quotation marks omitted) (disapproved of on unrelated grounds by *City of Cumming v. Flowers*, 300 Ga. 820, 834(6)(d) (797 SE2d 846) (2017)).

Here, Section 102-5.1 of Carroll County's Zoning Code of Ordinances provides the following regarding land use: "Except as hereinafter provided, no building or parcel of land shall hereafter be used or occupied and no building or part thereof shall be erected, moved[,] or altered except for a use permitted within the zoning district in which it is located." Section 102-4 of the zoning code further defines "conditional

use" as "a use for a particular piece of property that may be allowed by the Governing authority when specifically listed in and provided for by this ordinance." Section 102-12.9 of the code, which outlines the procedure for approving a piece of property for a conditional use, specifically requires that the applicant submit "a current[4] boundary survey and plat plan ... [or] other similar drawing, sketch, or plans that properly identifies the boundaries and planned development."

Thus, a proposed conditional use must be expressly permitted by Carroll County's Zoning Code of Ordinances, and any CUP granted thereunder applies only to the particular piece of property identified by the landowner in the application. The undisputed material record here demonstrates that the 2019 CUP that the Nalleys applied for and obtained covered only their 5-acre parcel — not the 10-acre parcel on which they lived or the 15.67-acre parcel that they subsequently acquired. The neighboring 15.67-acre parcel later purchased was, and still is, zoned agricultural, and in the absence of a properly issued CUP, Carroll County's Zoning Code of Ordinances expressly prohibits its use as a special events venue.

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[4] In their reply brief, the Nalleys suggest that the requirement of a "current" survey implies that a zoning ordinance or CUP is inherently indeterminate and subject to change or revision based on future events. We reject such an argument, instead interpreting the term "current" in this context to denote surveys, plats, or other sketches that are presently in effect and not defunct or otherwise out-of-date.

The Nalleys cite *Cherokee County v. Martin*, 253 Ga. App. 395, 396(1) (559 SE2d 138) (2002), in support of their argument that interpreting Carroll County's Zoning Code of Ordinances in this way extends it beyond its "plain and explicit terms." Id. That case is inapposite here. In *Martin*, this Court addressed whether strict compliance with a landowner's proposed site plan was a necessary condition for his property's rezoning. See id. at 396-98(1). This Court held that because the landowner sought to construct a multi-family apartment building, rather than an assisted living facility as indicated on his original site plan, and because the rezoning resolution was not conditioned on the landowner's adherence to the particular uses specified on the site plan, the proposed construction was permitted under the property's zoning, which treated both assisted living facilities and apartment buildings as multi-family dwellings. See id. 398(2). That situation is not analogous to the case at hand.

The Nalleys also cite *Henry v. Cherokee County*, 290 Ga. App. 355, 356–57(1) (659 SE2d 393) (2008), for the proposition that their 2019 CUP should be extended to cover the combined acreage of both the 5-acre parcel and subsequently acquired 15.67-acre parcel. But this Court's decision in *Henry* stands for no such proposition. In *Henry*, the landowner owned a 43-acre property that was zoned light industrial, on a small portion of which he operated an automobile salvage business that was

considered a legal nonconforming use. See id. at 355. The landowner subsequently sold 15 acres and expanded his salvage business to cover a larger area of his remaining 28-acre lot. See id. The county sought to enjoin the landowner from expanding the salvage operation in this way, which the trial court granted. See id. On appeal, this Court reversed, despite the fact that the landowner had expanded his salvage operation, because the entire 28-acre lot could be used for the lawful nonconforming use, and the zoning ordinance's "prohibition against extending the nonconforming use to occupy a greater area of land plainly mean[t] that the nonconforming use [could]not be extended to occupy an area of land greater than the existing 28-acre lot." Id. at 357(1). Here, by contrast, the existing CUP applies only to a five-acre parcel, and the Nalleys seek to expand it to cover an entirely different parcel that they did not own at the time the CUP was issued. Because the Nalleys are attempting to extend the CUP to apply to an area of land greater than the five-acre lot to which the CUP is limited, the rationale of *Henry* is inapplicable.

The Nalleys cite the following statement made by Carroll County in its response to their motion for summary judgment as a concession that the zoning code does not prohibit the extension of a CUP by way of an underlying property merger: "There are no provisions or mechanisms under the Carroll County Code of Ordinances or Zoning

Ordinance for a conditional use permit to automatically extend to additional property or structures simply because they are subsequently combined together into one parcel." But the fact that the zoning ordinance may not specifically provide for such an extension does not mean that the ordinance permits it. The plain language of the ordinance requires that all properties must be used according to their zoning classifications, that a CUP authorizing any other use is limited in application to a "particular piece of property," and that a landowner applying for such a CUP must identify the dimensions and boundaries of the specific piece of property by way of a survey, plat, or other drawing. Despite the fact that the Nalleys combined the 5-acre parcel with the 15.67-acre parcel for tax purposes, the 15.67 parcel to which the 2019 CUP did not apply is a separate "piece of property" for zoning purposes, and for which a separate CUP is required for use outside its original agricultural zoning designation. Accordingly, the trial court did not err by declining to grant the Nalleys a declaratory judgment on this ground.

2. The Nalleys also contend that the trial court erred by failing to grant them a declaratory judgment because they acquired vested rights in using the 15.67-acre parcel as a special events venue by virtue of the county planner's assurances that the 2019 CUP would extend to cover this parcel. We disagree.

Georgia law recognizes four different scenarios in which a landowner may acquire a vested right to initiate a specific use of a property despite a conflicting zoning designation: "when the landowner relies upon (1) issued building and other permits, (2) the law in existence at the time a landowner properly files an application for a permit, (3) formally and informally approved development plans, or (4) official assurances that a building permit will probably issue." *Brown v. Carson*, 313 Ga. 621, 622–23(2) (872 SE2d 695) (2022). This case implicates the fourth category,[5] which applies "to situations where the landowner, relying in good faith on official assurances that a building permit will probably issue to develop the property in question as it is currently zoned, makes a substantial change in his position by the expenditure of substantial sums of money." *Cohn Cmtys, Inc. v. Clayton County*, 257 Ga. 357, 358–59(1) (359 SE2d 887) (1987).

The Nalleys argue that Clint's August 2021 telephone conversation with Hyde constitutes evidence of such official assurances. However, the record does not reflect that Hyde gave Clint any assurance that a CUP allowing the property's use as a special events venue would probably issue. Indeed, Clint admitted that during this

[5] The Nalleys assert that this case presents a hybrid of the first and fourth categories. We disagree. The 2019 CUP is limited to the 5-acre property and did not include the subsequently acquired 15.67-acre property.

conversation, he never stated his intention of hosting weddings and other events on the property. Clint further admitted at a hearing before the Carroll County Board of Commissioners that the conversation was predicated on a fundamental misunderstanding as to Clint's questions:

> So we did ask [Hyde] prior about — and it was a total misunderstanding from [Hyde]'s side and our side. We asked [Hyde] if we could combine the parcels, and she told us yes. We would still be under the 25 acres. So us not knowing and not asking the right questions, we thought that that gave us our expansion. ... So nothing that we did we did intentionally. We did it based off, I guess, not knowing and not being — not asking the correct questions to Ms. [Hyde].

At the time of this conversation, Hyde was told only that the Nalleys were interested in purchasing a parcel of land and combining it with a parcel they already owned, and "the purchase of land by itself does not confer a vested right to a particular use upon the purchaser." *N. Ga. Mountain Crisis Network v. City of Blue Ridge*, 248 Ga. App. 450, 453(2) (546 SE2d 850) (2001). Moreover, the record reflects that the Nalleys knew that the 15.67-acre parcel was zoned agricultural and that a CUP would be needed to host weddings and other such events on the property, as evidenced by the fact that they had previously obtained such a CUP on their 5-acre property. See *City of Atlanta v. Black*, 265 Ga. 425, 429 (457 SE2d 551) (1995) ("[T]here can be no

estoppel by conduct where both parties have equal knowledge or equal means of knowing the truth.") (quotation marks omitted).

Similarly, the Nalleys argue that McCullough's August 2021 telephone conversation with Hyde constitutes evidence of official assurances that a CUP would probably issue for the 15.67-acre property, once purchased. However, the record reflects that in this conversation, Hyde merely stated that an existing CUP generally did not require modification unless the property exceeded 25 acres or new buildings were constructed on the property. McCullough deposed that he never discussed combining a parcel with an existing CUP with a parcel that did not have such a CUP. Indeed, McCullough admitted that he never specifically mentioned the 2019 CUP applicable to the Nalleys' five-acre property in his conversation with Hyde. The record shows no assurance from Hyde that a CUP would probably issue as to the 15.67-acre property. Hyde's statements to McCullough during this conversation were merely a restatement of the distinction between a "small special events facility" and an "intermediate special events facility" as defined by Section 102-4 of Carroll County's Zoning Code of Ordinances. As such, they were "no more than a neutral statement of the present zoning [definitions] in effect, a fact the [Nalleys] could easily have obtain[ed themselves] by consulting the proper records." *Brown*, 313 Ga. at

624(2).

Finally, the Nalleys argue that Hyde's affirmative response to McCullough's December 2021 e-mail, in which he provided a preliminary configuration of the proposed property consolidation and asked whether it was conceptually approvable, constitutes an official assurance. This argument misrepresents the record. Hyde's response to McCullough's question merely indicated that the proposed property combination would probably be approved, which it later was. The Nalleys admit that McCullough's e-mail "doesn't say anything about special events[,]" or mention "anything about using the new barn property for special events[.]" McCullough also testified that this communication does not "say anything about expanding or modifying a conditional use permit[.]" As such, Hyde's response is not an official assurance that a CUP would probably issue as to the property in question.

Because the record does not reflect that Hyde or any other county official provided the Nalleys or their agent(s) with an explicit assurance that a CUP as to the 15.67-acre property would probably issue, this enumeration of error is without merit.

Judgment affirmed. Davis and Whitaker, JJ., concur.