

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

THE SANCTUM OF ONE GOD, INC. D/B/A  
THE TARRINGTON and DONALD J.  
HAMILTON,

Plaintiffs,

v.

TOWNSHIP OF WINDSOR; BETHANY  
SHAW, *in her official and  
personal capacities*; WILLIAM FABIJANCIC,  
JR., *in his official and personal capacities*, PETER  
PRESTON, *in his official and personal capacities*,

Defendants.

Civil Action No. \_\_\_\_\_

**VERIFIED COMPLAINT WITH  
JURY DEMAND**

**INTRODUCTION**

1. The Township of Windsor (the “Township”) and its officials seek to shut down the religious activities of Plaintiffs The Sanctum of One God, Inc. d/b/a The Tarrington (the “Church”) and its pastor, Donald Hamilton. The property at issue in this case has a rich history of hosting religious gatherings for almost sixty years in a church building with the capacity to hold over 300 people. However, despite this longstanding practice, the Township now seeks to severely limit or outright prohibit all religious activity at the property now that it has a new owner.

2. The Church has possessed a valid interest in the property for over two years, yet the Township has at every turn refused to cooperate with the Church to allow it to obtain the permits and certificates of occupancy the Township insists are necessary for the Church to operate under the Township’s building and fire codes.

3. The Township has also applied its zoning codes in a draconian manner to severely curtail or outright prohibit religious activity at the Church’s property based upon its own misguided

notion of which religious gatherings are religious enough to qualify as protected activity under state and federal law.

4. The Church has sought at every juncture to work with the Township to satisfy its ever-shifting lists of demands. It has repeatedly invited Township officials to visit the Church's property and provide feedback on any legitimate concerns that Township officials have with the Church's operation, but the Township has repeatedly ignored such requests and instead raised generalized concerns about the Church's operations based on unspecified health and safety issues.

5. Upon information and belief, the Township and its officials are acting at the direction of Bethany Shaw, the Township's Supervisor and Zoning Administrator, who owns property a few houses away from the Church's property and is hostile to the Church's existence next to her property.

6. The Defendants' repeated negative portrayal of the Church to the community has significantly limited the Church's ability to grow a congregation locally.

7. While keeping the Church in the Township's bureaucratic purgatory for multiple years is egregious enough on its own, the Township is now demanding that all religious activity at the Property immediately cease until the Township's shifting demands are satisfied.

8. The Church now files suit to secure its rights under state and federal law and put an end to the Township's discriminatory campaign and the Church's right to exist and engage in religious exercise on its own property.

#### **JURISDICTION AND VENUE**

9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because this action arises under the Constitution and laws of the United States.

10. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

11. This Court has authority to issue the relief sought pursuant to 28 U.S.C. §§ 1343(a), 2201, and 2202 and 42 U.S.C. § 1988.

12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) and (2). All Defendants maintain offices and perform their official duties in this district, a substantial part of the events giving rise to the claims occurred in this district, and a substantial part of property that is the subject of the action is situated in this district.

### **PARTIES**

13. Plaintiff The Sanctum of One God, Inc. (the “Church”) is a Michigan ecclesiastical corporation with a principal place of business in Dimondale, Michigan within Windsor Township. It owns the property at 6801 Creyts Road, Dimondale, Michigan 48821 (the “Property”). The Church brings this lawsuit on behalf of itself and those who are gathering or have a concrete interest in gathering at the Property for religious gatherings in the near future.

14. Plaintiff Donald Hamilton is a pastor for the Church. He is a resident of Laingsburg, Michigan.

15. Defendant Windsor Township is a municipal government entity and political subdivision of the State of Michigan.

16. Defendant Bethany Shaw is a resident of Michigan and is sued in both her individual and official capacities as Supervisor and Zoning Administrator of Windsor Township.

17. Defendant William Fabijancic, Jr. is a resident of Michigan and is sued in both his individual and official capacities as Assistant Fire Chief and Fire Marshal of Windsor Township.

18. Defendant Peter Preston is a resident of Michigan and is sued in both his individual and official capacities as the Building Official for Windsor Township.

### **STATEMENT OF FACTS**

#### **The Church's Religious Calling to Own a Physical Location for its Religious Activities**

19. Even before becoming the current owner of the Property, the Church's religious ministry has spanned decades.

20. The Church was incorporated on January 19, 1981 as The Sanctum of One God, Inc. as a domestic ecclesiastical corporation in the State of Michigan.

21. Donald Hamilton is a director of the Church and serves as one of its pastors.

22. The Church has adopted a mission statement that includes the following beliefs:

- The Church believes in spreading the Word of God through Services of Worship, Bible Study Groups, Fellowship, and being open and available to anyone that wishes to hear and learn about the Word of God;
- The Church believes in One God, that is the Father, the Son, and the Holy Spirit, commonly known as The Trinity;
- The Church believes that the Bible's Old and New Testaments contain all the truth needed for faith and Christian living;
- The Church's mission is to follow the teachings and spread the word of our Lord and Savior Jesus Christ and grow His Kingdom; and
- The Church wishes to fill a void for people that do not have a church to call their own and are in need of a place to worship, pray, get married, celebrate the lives of loved ones lost, and celebrate in religious faith.

23. Prior to owning the Property, the Church did not have a brick-and-mortar location from which to operate its ministry. Instead, it engaged in Bible study and prayer groups in the Lansing and Jackson areas and officiated multiple weddings throughout the State of Michigan.

24. As the opportunity became available, the Church felt religiously called to acquire a physical location at which the Church could engage in religious activities and spread the gospel.

25. Holding events at a permanent location is an intrinsic part of the ministry the Church wishes to operate. For example, weddings and funerals are sacred religious rites in Christianity. Equally important are other types of religious activities that create a sense of community that draws and retains a congregation such as religious worship, Bible studies, prayer groups, sharing meals as a congregation, wedding or baby showers, and social gatherings before or after weddings or funerals.

26. When the Church discovered that the Property was on the market in 2023, it believed the Property was an answer to the Church's prayers for a place to call home.

### **The Property's Longstanding Religious Tradition**

27. For almost 60 years, Christians have been gathering at the Property to engage in religious worship, prayer, and other religious gatherings.

28. This rich religious heritage began in the late 1960s when the Property was donated to the Dimondale United Methodist Church to use as a home for its congregation.

29. To ensure that the intended use of the Property as a Church would carry to future owners, the donation included a deed restriction requiring the property to be used as either a church or a residence.

30. The United Methodist Church constructed and consecrated a building on the Property that includes a sanctuary capable of holding over 300 people, along with a kitchen and social hall.

31. The Property's sanctuary measures 40 feet by 80 feet, totaling 3,200 square feet.

32. The Property's social room measures 31 feet by 48 feet, totaling 1,488 square feet.

33. The total square footage of the sanctuary and social room is 4,688 square feet, not including the building's bathrooms, nursery, foyer, kitchen, or mechanical room.

34. The United Methodist congregation continuously gathered, fellowshiped, and worshipped at the property for decades.

35. During that time, the United Methodist congregation held a wide variety of religious services and events designed to serve the community, including weddings, wedding receptions, funerals, events for children, cookouts, seasonal events like Easter festivities, community craft shows, petting zoos, fundraisers, and various other community events.

36. While the frequency of such events dwindled as the number of congregants at the United Methodist Church declined, they remained consistent until the congregation hosted its last service at the Property in January 2023.

37. After this last service, the Michigan United Methodist Conference retained control of the property and listed it for sale shortly thereafter.

**The Hamiltons acquire the Property to carry out the Church's religious mission.**

38. To facilitate the purchase of the Property, Mr. Hamilton and his family formed Tarrington Group Properties, LLC to own the Property and lease the Property to the Church for its religious activities at no cost to the Church.

39. The Hamiltons chose this name to honor Joan (Tarrington) Gowen, Mr. Hamilton's mother-in-law who was a devout Christian, and the Church has presented itself to the community under the name "The Tarrington" as a tribute to a woman whose life exemplified the Church's religious beliefs.

40. As part of this tribute, the Church also selected the Tau Cross or Saint Anthony's cross, which is a widely recognized holy symbol and one of the four basic representations of the Christian cross, as its logo.

41. The Hamiltons contacted the United Methodist Conference regarding the Property shortly after it went on the market.

42. From the outset, the Hamiltons made clear they sought to purchase the Property for the express purpose of allowing its use by the Church to pursue its religious mission, including with the intention of conducting religious services, Bible studies, prayer groups, weddings, funerals, and other community events. They also purchased the building with the intention that Donald Hamilton would act as a pastor of the Church that would meet there.

43. During the Hamiltons' due diligence, they communicated with Kern Slucter, who at the time was the Township's Supervisor. Mr. Slucter communicated that "only a legitimate church could occupy the property and hold weddings or similar events at or on the property." Despite this, he conceded that if the Church was engaging in a legitimate religious use, that would include the ability to conduct weddings, funerals, or similar activities. At no point during the discussions did Mr. Slucter state the Township intended to limit the number of activities the Church could conduct at the Property.

44. The Church broadcasted its mission to use the Property as a church both before and after the purchase of it.

45. Deb Federau served as the associate broker with Keller Williams on behalf of the United Methodist Conference during the transaction for the Property.

46. The Hamiltons had multiple conversation with Ms. Federau about their desire to purchase the Church for religious purposes. She summarized facts relating to the marketing and sale of the Church in an affidavit Plaintiffs provided to the Township.

47. Dan Robinson was the inspector that the Hamiltons hired as part of the pre-closing the due diligence process. When Mr. Robinson informed the Hamiltons that his church was struggling to make the payments on their building and were entertaining the idea of selling their property, the Hamiltons discussed the potential of his church holding services at the Property if it sold its building.

48. The Hamiltons also had multiple conversations with former members of Dimondale Methodist Church to see if there was a need for a space for worship or if they desired to join the Church's new congregation.

49. The Church's desired religious activities are consistent with both the religious activities conducted by the Dimondale United Methodist Church and other churches in the community.

50. The Hamiltons communicated that the activities that they desired for the Property were consistent with activities conducted by other churches in the greater Lansing community.

51. For example, the First Presbyterian Church of Dimondale located at 162 Bridge Street presently has an invitation displayed to the general public asking "Want to Use our Space" and operates a pantry "designed like a grocery store. Each person gets a cart and can 'shop' to get the items they need."

52. The “Delta Calendar” for the Delta Presbyterian Church located at 6100 W. Michigan Avenue in Lansing reveals that it operates the Evolve Theater and holds Girl and Boy Scout meetings in its church.

53. The Mount Hope Church located at 202 South Creyts Road in Lansing has hosted summer camps and does a Convoy of Hope - Food Distribution.

54. The Friendship Baptist Church, 2912 Pleasant Grove Road located in Lansing “is a 37,000 square foot facility that includes the sanctuary, fellowship hall, kitchen and classrooms that are available for internal member use and external rental.”

55. The Union Missionary Baptist Church located at 500 South Martin Luther King Boulevard in Lansing conducts a financial literacy class, has held a car, motorcycle, and truck show, and has conducted a gospel and jazz community concert.

56. Riverview Church in the Lansing/Holt area advertises its “Venues” and how a member of the community can rent its spaces for weddings and other events.

57. Christ Community Church of Greater Lansing uses a lighted, digital sign attached to the main church location that advertises the availability of “Event Rental Space.”

58. Because the Church had no physical location prior to the acquisition of the Property, it lacked the typical financial support system other churches enjoy from members. As the Church sought to begin its ministry at a new location and obtain such a base of members, it planned to generate funds to support its ministry by renting out its space to the community. Such events were also designed as outreach opportunities to recruit potential members to the Church.

59. The Conference sold the property to Tarrington Group Properties, LLC on November 7, 2023, with full knowledge of the Church’s intention to continue the Property’s religious use as discussed above.

60. The transaction for the Property closed in January 2024, and the Church, as tenant, immediately executed a lease with the Tarrington Group Properties, LLC thereafter.

**The Church Performs Non-structural Renovations to the Property**

61. Beginning in spring 2024, the Church conducted nonstructural renovations to the Property, including installing a new metal roof, painting the interior and exterior, replacing leaking stained-glass windows, removing old carpet and pews, installing new light fixtures, and cleaning up the exterior.

62. Upon information and belief, Windsor Township did not have a building code department during the renovation period, so the Township had no authority to regulate any of the work conducted on the Property during the renovations.

63. Instead, the Church contacted the Eaton County Department of Construction Codes in spring and summer 2024 regarding building permits for the renovations.

64. Plaintiffs obtained full approval from Eaton County before making any alterations to the property in 2024, including installing the new metal roof over the existing roof by a licensed roofing contractor, extending the existing patio, and adding new bathrooms in 2025, with prior approval through the Barry/Eaton County Health Department.

65. As a former firefighter, Donald Hamilton was especially cognizant of all fire safety issues and worked during the renovation process to ensure the building complied with all applicable fire codes.

66. Under the criteria set forth by the Michigan Building and Fire Code, the Property can safely accommodate approximately 400 people.

67. Upon information and belief, the United Methodist Church received annual approval from the Township to operate at that capacity.

68. The Property has three marked exits and one additional exit through the mechanical room. It also has monthly safety inspection logs, emergency contact lists, and emergency evacuation procedures for fire, inclement weather, and medical emergencies. All fire extinguishers and first aid kits at the Property are current and up to date.

**The Township immediately seeks to shut down the Church's religious gatherings**

69. In September 2024, the Hamiltons hosted a wedding for a family friend at the Property.

70. Plaintiffs planned to host an open house on October 13, 2024, to invite the community to visit the Property.

71. Plaintiffs advertised the open house on Facebook and in a Facebook group for the Dimondale community.

72. On October 9, 2024, Defendant William Fabijancic, Jr., Windsor Township's Assistant Fire Chief and Fire Marshal, sent an email to Plaintiffs regarding fire code issues that he believed needed to be resolved before the open house. A true and correct copy of the Defendant Fabijancic's email is attached hereto as Exhibit A.

73. Defendant Fabijancic represented that the process for obtaining an occupancy permit would be quick and stated he would work with Plaintiffs to perform an inspection and issue the permit before the open house.

74. Defendant Fabijancic's email went to Plaintiffs' spam folder, and Plaintiffs were unaware of it until Defendant Fabijancic visited the property on October 13, 2024.

75. On October 13, 2024, Defendant Fabijancic showed up to the open house.

76. At the open house, Plaintiffs engaged Defendant Fabijancic in conversation, explaining their intention to continue to operate the building as a church and engage in various religious activities at the Property.

77. They invited Defendant Fabijancic to return for an official inspection of the building, but he declined and stated he would exercise his discretion by allowing the open house to proceed and conduct the inspection at a later date.

78. On October 17, 2024, four days after the open house, Windsor Township sent Plaintiffs a cease-and-desist letter incorrectly accusing Plaintiffs of operating an event center and threatening legal action if Plaintiffs did not immediately cease all operations at the property. A true and correct copy of this letter is attached hereto as Exhibit B.

79. On October 19, 2024, two days after receiving the cease-and-desist letter, Plaintiffs sent an email to Defendant Fabijancic requesting a fire inspection.

80. Township officials refused to conduct the requested inspection and told Plaintiffs that Defendant Fabijancic was instructed not to cooperate with or respond to Plaintiffs until all zoning issues were resolved.

81. There is no provision in the Michigan Fire Code preventing the Township's officials from inspecting or issuing a permit for the Church to operate prior to resolving any alleged zoning issues the Township might have with the Church's operation.

82. Instead, the Township's officials exercised—and continue to exercise—their discretion to refuse to act on Plaintiffs' request for an inspection and any necessary permits.

83. Despite Plaintiffs' earnest efforts to resolve all alleged issues, including multiple calls with Township officials, Windsor Township showed little interest in working with Plaintiffs

and continually delayed taking any action that would allow Plaintiffs to obtain the permits the Township claimed were necessary for the Church to operate.

84. While waiting for the Township's response, Plaintiffs invited Mauricio Barrera, a Michigan State Fire Inspector, to conduct an informal walkthrough of the property.

85. Mr. Barrera suggested that Plaintiffs remove some cleaning equipment from a mechanical room but otherwise found no fire code issues.

**The Township Continues Suppressing the Church's Religious Ministry Despite its Efforts to Cooperate.**

86. Through conversations with Township officials, Plaintiffs discerned that the Township believed that the Church required a Special Use Permit ("SUP") to operate their ministry.

87. The Property is in the Township's R-1B: One-Family Low Density Residential District.

88. The Township's Zoning Ordinances permit religious institutions to operate upon obtaining a SUP from the Township. Windsor Charter Township Zoning Ordinance § 5.3.4(2).

89. The Township's Zoning Ordinances also "permit the continuance of a lawful use of any building or land existing at the effective date of [the Ordinances]." *Id.* § 6.7.1.

90. The Dimondale United Methodist Church began operating decades before the Township's Zoning Ordinances went into effect and therefore qualified as a legal non-conforming use under the Township's Ordinances.

91. Despite this longstanding use as a religious institution, Township officials insisted without explanation that the Church could not engage in its intended religious operations until it obtained a SUP.

92. In December 2024, after being repeatedly and unreasonably pressured by Township officials to do so, Plaintiffs applied for a SUP.

93. Plaintiffs did not believe a SUP was necessary because they were merely continuing the longstanding use of the property as a church, but they attempted to work with the Township to resolve the parties dispute amicably.

94. The Township delayed processing the SUP for months while simultaneously refusing to issue any temporary certificate of occupancy to allow Plaintiffs to operate while the application was pending.

95. On March 8, 2025, Plaintiffs hosted a small bridal shower for a family member at the property.

96. Such a use would have been permitted as a matter of right with no need for any kind of permit if it had occurred in any of the residential homes surrounding the Property.

97. The Township issued a citation with a \$250 fine for holding the bridal shower prior to obtaining a fire code inspection and for failing to obtain an occupancy permit—both of which Plaintiffs had dutifully and repeatedly attempted to obtain from the Township.

98. The Township issued this citation notwithstanding that Plaintiffs had requested a fire inspection nearly five months earlier and that the Township had ignored the request and refused to act.

99. On March 12, 2025, the Township's Planning Commission held a public hearing on the SUP application.

100. Community support at the hearing was overwhelmingly positive, including from many neighbors of the property.

101. Defendant Shaw, the Township's Supervisor and Zoning Administrator, spoke against the SUP application at the hearing.

102. Ms. Shaw's property is a few houses away from the Property.

103. Despite having a clear conflict of interest as a nearby property owner, Ms. Shaw inserted the weight of her authority as a top Township official against Plaintiffs' planned religious activity at the Property.

104. Ms. Shaw's husband had previously made baseless comments to neighbors stating he did not want "people parking on [his] street or pissing on [his] lawn."

105. The Township did not hold another meeting on the SUP application.

106. After months of delay, it became apparent to Plaintiffs that the Township was not going to grant the SUP and would instead continually delay processing the application as a means of preventing Plaintiffs from operating.

107. Plaintiffs withdrew the SUP application in spring 2025 and opted instead to operate as a legal nonconforming use.

108. Upon information and belief, the Township's refusal to act on the application was done at the direction of Ms. Shaw.

**The Township Imposes Unreasonable and Arbitrary Restrictions on the Church.**

109. After several more months passed, Defendant Fabijancic at last conducted a fire inspection of the Property on June 9, 2025.

110. Defendant Fabijancic issued a fire inspection report the next day that found no significant fire code issues at the property. A true and correct copy of the June 9, 2025 fire inspection report is attached hereto as Exhibit C.

111. Notably, the fire inspection report stated the Property was “Compliant” to operate as an “Assembly.” *Id.* at 5.

112. Plaintiffs promptly resolved any issues noted in the report.

113. Despite his earlier representation that an occupancy permit could be issued within just a few days, Defendant Fabijancic did not issue a certificate of occupancy.

114. To prompt the Township into granting an occupancy permit, Plaintiffs contacted their state representative, Angela Witwer, to assist with their dealings with the Township.

115. Only after Representative Witwer called the Township to inquire about Plaintiffs did the Township act.

116. Within days of Representative Witwer’s call, the Township issued a Temporary Certificate of Occupancy on July 11, 2025, nine months after Plaintiffs had initially requested one. A true and correct copy of the July 11, 2025 Temporary Certificate of Occupancy is attached hereto as Exhibit D.

117. The Temporary Certificate of Occupancy severely limited Plaintiffs’ ability to operate and pursue its religious activities as a church, restricting operating hours to Tuesdays and Wednesdays from 6:00 PM to 9:30 PM and Thursdays from 7:00 AM to 10:00 AM.

118. It also imposed a capacity limitation of a maximum of 50 people.

119. This capacity number was based in part on a request from the Church that at least 50 people be allowed to gather for its Bible studies. The Church has always wished to have approval to use the Property’s full capacity, but it felt pressured to make a modest request because of the repeated opposition it had faced from the Township.

120. Defendant Fabijancic possessed the discretion to allow for a greater capacity but refused to do so.

121. Under the Township's fire code, an assembly use is classified as a gathering of 50 or more people.

122. Thus, the effect of the Temporary Certificate of Occupancy was to forbid all assembly uses, including religious assemblies, at the Property even though people had been assembling at the property for decades.

123. Upon information and belief, no other secular assembly in the Township has been subjected to such restrictive operating hours or capacity limitations.

124. In addition to the draconian application of its zoning laws, the Township also refused to work with the Church on any building permits it alleged were necessary.

125. On July 8, 2025, Mr. Hamilton visited the Township's building department and spoke with Defendant Preston regarding the need for any inspections or permits related to the Property's recent renovations.

126. Mr. Hamilton brought a check to pay for the permits and inspections, but Defendant Preston refused to accept the check, nor would he agree to schedule any inspections.

127. On July 22, 2025, the Township Board discussed the ongoing issues related to Plaintiffs.

128. Plaintiffs attended the meeting to reiterate their desire to engage in religious activities at the property and to explain the harm caused by the Township's refusal to act.

129. Many members of the community expressed support for Plaintiffs and frustration with the Township's treatment of Plaintiffs.

130. On July 25, 2025, three days after the Township Board meeting, the Township issued a Preliminary Prior Legal Nonconforming Use Determination authored by Ms. Shaw. A

true and correct copy of the Preliminary Prior Legal Nonconforming Use Determination is attached hereto as Exhibit E.

131. Ms. Shaw found that Plaintiffs' legal nonconforming use was limited to one morning church service each week.

132. She also found that Plaintiffs were not authorized to host wedding receptions, meetings, community events, or fundraisers—regardless of their religious character.

133. In reaching this conclusion, Ms. Shaw ignored evidence submitted by Plaintiffs to Township officials detailing the longstanding religious gatherings that occurred at the property over the course of nearly a half century.

134. Ms. Shaw stated in the Preliminary Determination that she would allow Plaintiffs to continue the weekday gatherings allowed by the Temporary Certificate of Occupancy because her findings were preliminary.

135. Ms. Shaw stated she would issue a final determination within a matter of weeks.

136. Fifteen weeks and 4 days later, the Township's final determination issued on November 11, 2025.

### **The Township Cites the Church for Hosting Religious Gatherings**

137. On August 14, 2025, Donald Hamilton emailed Defendant Fabijancic requesting an increase in the 50-person capacity limit in the Temporary Certificate of Occupancy. A true and correct copy of the email is attached hereto as Exhibit F.

138. The email explained that while the Property could hold over 300 people under the Michigan Fire Code, Mr. Hamilton was making the modest request of increasing the capacity to 250 people.

139. This request was made in part to accommodate weddings that were scheduled to occur at the Property in September 2025.

140. Defendant Fabijancic ignored Mr. Hamilton's email and refused to alter the restrictive Temporary Certificate of Occupancy.

141. On August 12, 2025, Mr. Hamilton again visited the Township building department to apply for any necessary permits and inspections. Township officials again refused to schedule inspections and did not accept Mr. Hamilton's offer to pay for the permits and inspections.

142. On September 6, 2025, the Hamiltons hosted a wedding for a family friend at which approximately 200 people were in attendance.

143. During the September 6, 2025 wedding, Defendant Fabijancic appeared at the property to inquire about the event after receiving a complaint from Ms. Shaw.

144. Upon information and belief, Ms. Shaw witnessed the event from her nearby yard or by her husband repeatedly driving past the property.

145. Upon information and belief, neighbors have reported seeing Ms. Shaw hiding behind Plaintiffs' fence or stopping in front of neighboring houses to monitor activities at the Property.

146. Defendant Fabijancic stated that Plaintiffs were operating outside of their approved operating hours.

147. Plaintiffs informed Defendant Fabijancic that the Township's Preliminary Determination authorized Plaintiffs to hold one religious service each week.

148. Defendant Fabijancic stated he was unaware of the Preliminary Determination and that he could not do anything to alter the Temporary Certificate of Occupancy until he was authorized by Ms. Shaw to do so.

149. Defendant Fabijancic also raised a concern, for the first time, that the Property's parking configuration might not accommodate a firetruck in the event of an emergency.

150. Plaintiffs promptly altered the parking lot to address this concern.

151. Within a few days of the September 6, 2025 wedding, Defendant Fabijancic posted three citations on the property alleging Tarrington Group Properties, LLC, the Property's owner at that time, had engaged in an unauthorized use of the Property, at an unauthorized time, with more than 50 people. The three citations issued fines totaling \$1,500.

152. On September 12, 2025, the Hamiltons hosted a wedding for a member of the local community at the Property.

153. Tarrington Group Properties, LLC received three additional citations for the September 12, 2025 wedding on the same grounds as the previous citations issuing an addition \$1,500 in fines.

154. On September 20, 2025, the Hamiltons hosted a wedding for a family member at the property and Tarrington Group Properties, LLC again received three citations for the September 20, 2025 wedding on the same grounds and imposing the same fines as the previous citations.

155. To date, the Township has fined Tarrington Group Properties, LLC \$4,500 for hosting religious activities at the Property through nine citations.

### **The Township's Disparate Treatment of the Church**

156. In June 2025, the Country Creek Reception Hall, located at 5859 North Michigan Road, Dimondale, Michigan 48821, closed its doors after 13 years of business.

157. A new owner purchased the Country Creek Reception Hall property and began operating the Vue Country Hall, a secular event center.

158. The Vue Country Hall has not been subjected to any of the arbitrary limitations imposed upon Plaintiffs, nor has it experienced the bureaucratic obstacles the Township has imposed on Plaintiffs.

159. According to its Facebook page, the Vue Country Hall hosted a soft opening in early July 2025 and is now open for booking weddings and other social events.

160. Upon information and belief, the Vue Country Hall's reception area is approximately 2,700 square feet, which is 500 square feet smaller than the Church's sanctuary.

161. Yet the Township Has not imposed a similar capacity limitation upon the Vue Country Hall.

162. Thus, the Township has treated and continues to treat the Vue Country Hall's comparable secular activities far more favorably than Plaintiffs' religious exercise.

163. Additionally, the Township treats other religious organizations in the Township far more favorably than the Church.

164. For example, the West Windsor United Brethren Church is another church that operates in the same zone as Plaintiffs' property.

165. However, that church has not been subjected to any of the capacity or operating hour restrictions imposed on Plaintiffs by the Township.

166. Nor did the Township ever subject the United Methodist Church to any of the restrictions it now seeks to impose on Plaintiffs.

**The Township's Attempts to Severely Curtail or Prohibit the Church's Religious Activity**

167. On November 11, 2025, the Township issued a Final Determination regarding the Church's legal, non-conforming use. A true and correct copy of that Final Determination is attached hereto as Exhibit G.

168. The Final Determination found that the essential nature of the Property's previous use was religious services on Sunday morning consisting of around 60 people.

169. The Final Determination did not consider the Dimondale United Methodist Church's 60-year history and instead limited its consideration to the congregation's dwindling activities in its final days.

170. It went on to conclude that the Church could not engage in more than 4–6 community events per year, which it defined to include any event that was not a gathering for religious worship.

171. It also stated that all events at the Property must conclude by 9:00PM.

172. Despite their vigorous disagreement with the Final Determination, Plaintiffs engaged in settlement discussions with the Township during the following few months and again attempted to work with the Township to satisfy its demands.

173. During the course of these discussions, Tarrington Group Properties, LLC transferred ownership of the Property to the Church.

174. On February 3, 2026, a representative from the Church went to the Township's building department to discuss any building permits that might be required for the renovations conducted at the Church with Defendant Preston.

175. Defendant Preston advised her to fill out and pay for a building and plumbing permit—in addition to the electrical and mechanical permits that were already on file for the Property. The Church immediately filled out and paid for the requested permits.

176. When the Church attempted to schedule an onsite visit related to the permits, Township officials refused to schedule an onsite inspection and have not followed upon the permits since they were filed.

177. The Church also once again applied for the SUP at the behest of the Township to avoid litigation in this matter.

178. On February 13, 2026, Church representatives met with Township officials to discuss the planned usage of the Church. The Township requested various documents related to the Church's requested use, including site plans, example layouts for the Property's rooms, and more detailed descriptions of the Church's planned activities.

179. Almost two weeks later, Township officials came to the Property to conduct an inspection requested by the Church. The officials arrived prior to the agreed starting time and began conducting the inspection before any Church representatives were onsite.

180. During the inspection, Township officials did not raise any safety concerns that would foreclose the Church from gathering at the property for religious activities.

181. To date, the Township has failed to provide any report from this inspection or to otherwise raise any concerns regarding any safety issues noted during an inspection.

182. On March 18, 2026, the Church provided all such requested documentation to Defendant Fabijancic and inquired whether he would need to conduct any onsite inspections to address any fire code safety issues he might have.

183. Defendant Fabijancic refused to acknowledge or otherwise act on the Church's request.

184. On March 23, 2026, the Church again inquired about the necessity for an onsite inspection, and Defendant Fabijancic again ignored the Church.

185. On March 31, 2026, the Church again contacted Defendant Fabijancic to provide him with a detailed list of all activities it planned to conduct at the Property through the end of July 2026. A true and correct copy of this email is attached hereto as Exhibit H.

186. The Church requested that Defendant Fabijancic advise it on the next steps to move forward with these gatherings, including his advice on whether the Church should obtain any kind of temporary certificate of occupancy or other permission from the Township before holding its religious gatherings.

187. Consistent with his previous behavior, Defendant Fabijancic refused to acknowledge or respond to the Church's communications.

188. Continuing its efforts to cooperate with the Township, the Church dropped off additional documentation related to its site plan in early April 2026.

189. Around the same time, Donald Hamilton went to the Township's building department to discuss an issue related to support beams for the sail shades on the patio with Defendant Preston. He again advised that a building permit with a drawing of the work be completed.

190. Despite promptly complying with this request, the Township has yet to take any action on the permit.

191. On May 13, 2026, the Township's Planning Commission held a meeting related to the Church's SUP. Rather than consider the application, which had been pending for months, the Planning Commission kicked consideration of the SUP to its June meeting.

192. While continually making efforts to provide the Township with everything it requested, the Church safely and responsibly held multiple religious events at the Property, including bible studies, two weddings, and two showers.

193. At no point during any of these gatherings did the Township raise any objections to the Church moving forward with its gatherings.

194. However, the Township’s posture changed in late May 2026 when it suddenly ended the parties’ settlement discussions and demanded that all religious gatherings at the Property immediately cease.

195. The Church currently has several religious gatherings planned for the near future, including multiple Bible studies, weddings, and showers.

196. Thus, to protect its First Amendment rights and prevent further discriminatory conduct by the Township, the Church now files this lawsuit.

**CLAIMS FOR RELIEF**

**FIRST CAUSE OF ACTION**

**First and Fourteenth Amendments — Free Exercise Clause**

**(42 U.S.C. § 1983)**

197. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 196 as if fully set forth herein.

198. The Free Exercise Clause of the First Amendment, made applicable to the states through the Fourteenth Amendment, prohibits any state action abridging the free exercise of religion.

199. The Supreme Court has interpreted the Free Exercise Clause to mean that the government may not enact non-neutral and non-generally applicable laws or policies that burden a sincerely held religious belief unless they are narrowly tailored to a compelling government interest. Such laws are narrowly tailored only if they are the least restrictive means of achieving the asserted compelling interest. *Carson v. Makin*, 142 S.Ct. 1987, 1997–98 (2022).

200. The Supreme Court has held that “government regulations are not neutral and generally applicable ... whenever they treat any comparable secular activity more favorably than religious exercise.” *Tandon v. Newsom*, 141 S.Ct. 1294, 1296 (2021).

201. A government action also lacks general applicability “if it “incorporates a system of individual exemptions” based on “individualized” assessments by a government official who retains “sole discretion” over the enforcement of a law. *Fulton v. City of Philadelphia*, 593 U.S. 522, 533, 535 (2021).

202. Moreover, any state action that discriminates on the basis of religion or targets religion for specially disfavored treatment is subject to strict scrutiny and must be invalidated unless it is “justified by a compelling interest and is narrowly tailored to advance that interest.” *Church of the Lukumi Babalu Aye, Inc. v. City of Hialeah*, 508 U.S. 520, 533 (1993).

203. Animus towards the free exercise of religion violates the Free Exercise Clause. *Kennedy v. Bremerton Sch. Dist.*, 142 S. Ct. 2407, 2422 n.1 (2022) (“A plaintiff may also prove a free exercise violation by showing that ‘official expressions of hostility’ to religion accompany laws or policies burdening religious exercise; in cases like that we have ‘set aside’ such policies without further inquiry.”); *Lukumi*, 508 U.S. at 534 (“The Free Exercise Clause protects against governmental hostility which is masked as well as overt. The Court must survey meticulously the circumstances of governmental categories to eliminate, as it were, religious gerrymanders.” (internal quotation marks and citation omitted)).

204. Plaintiffs seek to engage in sincere religious exercise. Specifically, they seek to operate a Christian church on the Property by conducting religious services, Bible studies, prayer groups, weddings, funerals, and other communal religious activities and events in an effort to spread the Gospel to their community.

205. Defendants’ application of the Township’s zoning, fire, and building ordinances violates Plaintiffs’ right to the free exercise of religion.

206. Defendants' conduct constitutes a state action burdening Plaintiffs' religious exercise that is neither generally applicable nor neutral.

207. Defendants' application of the Township's ordinance burdens Plaintiffs' religious exercise because Defendants seek to prohibit Plaintiffs from engaging in *any* religious gatherings at the Property until all of Defendants' zoning, fire code, and building permit demands are met.

208. Plaintiffs are willing to comply and have complied with the Township's demands, but Defendants still refuse to process Plaintiffs' pending applications or otherwise grant the necessary permits and certificates Defendants claim that Plaintiffs need to gather for religious exercise.

209. Additionally, Defendant Shaw's Final Determination on behalf of the Township further burdens Plaintiffs' religious exercise by artificially limiting the number of religious gatherings the Church may host in a year and imposing arbitrary operating hours.

210. Defendants' actions are not generally applicable because they possess the discretion to allow Plaintiffs to engage in their desired religious activities but are refusing to do so.

211. Specifically, Defendants possess the discretion to allow the Church to engage in religious gatherings at the Property uninhibited by the superficial limitations imposed by the Final Determination but have refused to do so.

212. Defendants likewise possess discretion to issue all requested building permits, but they refuse to do so.

213. The Township's fire code also vests Defendant Fabijancic with complete discretion regarding whether to issue an occupancy permit and whether to impose any conditions on the permit limiting the use of a property. To date, he has refused to issue a permit to the Church that

would allow it to engage in its desire religious gatherings despite received repeated requests to do so.

214. Moreover, the existence of grandfathering provisions in the Township's zoning, building, and fire codes further create a system of individualized exemptions that make the Townships actions not generally applicable.

215. Defendants' actions are also not neutral or generally applicable because they do not treat comparable secular uses in a similar manner. For example, the Township has not imposed any of the restrictions on the Vue's comparable secular activities that it has imposed on Plaintiffs religious activities.

216. Additionally, Defendants' actions are also not neutral because their actions are motivated by hostility to the Church's religious mission and single out the Church for disparate treatment.

217. Defendant Shaw's property neighbors the Church's Property, and she opposes the creation and operation of the Church at the Property.

218. Upon information and belief, all Defendants are acting at the direction of Defendant Shaw to prevent the Church from operating at the Property.

219. The Township does not have a compelling interest in preventing Plaintiffs from continuing the longstanding use of the Property for religious gatherings.

220. Even assuming the Township did possess such an interest, its demands that all religious activity at the Property immediately cease are not the least restrictive means of achieving such interests, nor are the overly restrictive limitations imposed by the Township's Final Determination.

221. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and will continue to suffer irreparable harm, including the loss of their constitutional rights, entitling them to declaratory and injunctive relief, damages, and attorneys' fees.

## **SECOND CAUSE OF ACTION**

### **First and Fourteenth Amendments — Establishment Clause**

#### **(42 U.S.C. § 1983)**

222. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 196 as if fully set forth herein.

223. The Establishment Clause of the First Amendment, made applicable to the states through the Fourteenth Amendment, restricts "law[s] respecting an establishment of religion." U.S. Const. amend. I.

224. As part of its restriction on the official establishment of religions, the Constitution necessarily prohibits states from meddling in the internal affairs of houses of worship. Whether the discrete issue is personnel and hiring matters, *Our Lady of Guadalupe Sch. v. Morrissey-Berru*, 140 S.Ct. 2049 (2020), disputes over church property, *Jones v. Wolf*, 443 U.S. 595 (1979), or policing the boundary between orthodoxy and heresy, *Watson v. Jones*, 80 U.S. (16 Wall.) 679 (1872), houses of worship are autonomous within their sphere.

225. Defendants' application of its zoning ordinances implicates the very core of a religious group's activities—worship and religious activities on church property. A church's authority over who may enter the sanctuary, under what circumstances—including at what time of day—and as to where on church property religious activities may take place lies at the very heart of "the general principle of church autonomy" protected by the Establishment Clause. *Our Lady of Guadalupe*, 140 S. Ct. at 2061.

226. Accordingly, absent a longstanding historical tradition of restrictions on church activities or operating hours like the Township's, its actions are plainly unconstitutional. *See Kennedy v. Bremerton Sch. Dist.*, 142 S.Ct. 2407, 2427-28 (2022) (instructing that “the Establishment Clause must be interpreted by ‘reference to historical practices and understandings’” and collecting cases).

227. No history or tradition justifies the Township's intrusion into the Church's inner sanctum to dictate which of the Church's activities qualify as religious gatherings, how the church may go about accomplishing its religious mission, or at what hours of the day religious activities are permitted.

228. More generally, the Establishment Clause prohibits governmental hostility to religion.

229. The use of zoning, building, and fire codes in furtherance of a plan conceived in religious animus is the sort of “removal . . . [that] would be seen by many not as a neutral act but as the manifestation of ‘a hostility toward religion that has no place in our Establishment Clause traditions.’” *American Legion v. American Humanist Association*, 139 S. Ct. 2067, 2074 (2019) (quoting *Van Orden v. Perry*, 545 U.S. 677, 704 (2005) (Breyer, J., concurring in judgment)).

230. Defendants' pretextual application of the Township's zoning, building, and fire codes due to their hostility to Plaintiffs' religion constitutes hostility to religion in violation of the Establishment Clause.

231. Further, the Establishment Clause prohibits the government from giving preferential treatment to one religious denomination over another. *Cath. Charities Bureau, Inc. v. Wisconsin Lab. & Indus. Rev. Comm'n*, 605 U.S. 238, 247 (2025).

232. “When a state law establishes a denominational preference, courts must treat the law as suspect and apply strict scrutiny in adjudging its constitutionality.” *Id.*

233. Here, the Township’s application of its zoning, building, and fire codes establish a denominational preference.

234. Specifically, the Township is treating any religious activities conducted by the Church that do not involve religious worship—including community events like weddings and showers—as activities that are not being operated as “primarily for religious purposes.” *Id.* at 249.

235. The Township is therefore “explicitly differentiating between religions based on theological practices.” *Id.* at 250.

236. The Township’s preferential treatment of other religious practices is further illustrated by its treatment of the West Windsor United Brethren Church.

237. Despite operating in the same zone as the Property, the United Brethren Church is not subjected to any of the arbitrary restrictions imposed on Plaintiffs by the Township, nor has the Township applied its fire code or building code against the United Brethren Church in the restrictive and uncooperative manner that Defendants have applied those codes against the Church.

238. Defendants have likewise given favorable treatment to the United Methodist Church that operated at the same Property for decades.

239. Because Defendants’ actions grant “denominational preferences of the sort consistently and firmly deprecated in [the Supreme Court’s] precedents,” they “must be invalidated unless [they are] justified by a compelling governmental interest” and are “closely fitted to further that interest.” *Id.* at 252.

240. The Township does not have a compelling interest in preventing Plaintiffs from continuing the longstanding use of the Property for religious gatherings.

241. Even assuming the Township did possess such an interest, its demands that all religious activity at the Property immediately cease are not the least restrictive means of achieving such interests, nor are the overly restrictive limitations imposed by the Township's Final Determination.

242. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and will continue to suffer irreparable harm, including the loss of their constitutional rights, entitling them to declaratory and injunctive relief, damages, and attorneys' fees.

### **THIRD CAUSE OF ACTION**

#### **Religious Land Use and Institutionalized Persons Act — Substantial Burden**

##### **(42 U.S.C. § 2000cc(a))**

243. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 196 as if fully set forth herein.

244. Under the Religious Land Use and Institutionalized Persons Act (RLUIPA), the government may not "impose or implement a land use regulation in a manner that imposes a substantial burden" on religious exercise — unless it shows that imposing that burden is the "least restrictive means" of furthering a "compelling" interest. 42 U.S.C. § 2000cc(a)(1).

245. Defendants' zoning ordinances constitute land use regulations under RLUIPA.

246. For purposes of RLUIPA, Defendants burdened the Church's religious exercise by imposing or implementing a "land use regulation" that involved "individualized assessments of the proposed uses for the property involved." 42 U.S.C. § 2000cc(a)(2)(C). In deciding to limit the Church's use of the Property, Defendants made individualized assessments regarding the Church's use of the Property.

247. Defendants' application of the Township's zoning ordinances substantially burdens Plaintiffs' free exercise of religion by preventing the Church from using the Property for religious exercise.

248. The Township's current demand that all religious gatherings at the Property cease constitute a complete prohibition on Plaintiffs' religious exercise.

249. The Township's Final Determination likewise imposes arbitrary limits that prevent Plaintiffs from conducting their religious ministry as they feel called to do by their sincere religious convictions.

250. The Township does not have a compelling interest in preventing Plaintiffs from continuing the longstanding use of the Property for religious gatherings.

251. Even assuming the Township did possess such an interest, its demands that all religious activity at the Property immediately cease are not the least restrictive means of achieving such interests, nor are the overly restrictive limitations imposed by the Township's Final Determination.

252. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and will continue to suffer irreparable harm, including the loss of their constitutional rights, entitling them to declaratory and injunctive relief, damages, and attorneys' fees.

#### **FOURTH CAUSE OF ACTION**

##### **Religious Land Use and Institutionalized Persons Act — Discrimination**

##### **(42 U.S.C. § 2000cc(b))**

253. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 196 as if fully set forth herein.

254. Under RLUIPA, the government may not “impose or implement a land use regulation that discriminates against any assembly or institution on the basis of religion or religious denomination.” 42 U.S.C. § 2000cc(b)(2).

255. Defendants’ zoning ordinances constitute land use regulations under RLUIPA.

256. Defendants’ application of the Township’s zoning ordinances violates RLUIPA because it discriminates against the Church on the basis of its religion and religious practices.

257. As a direct and proximate result of Defendants’ RLUIPA violation, the Church has suffered and will continue to suffer irreparable harm, including the loss of its statutorily protected rights, entitling it to declaratory and injunctive relief, damages, and attorneys’ fees.

#### **FIFTH CAUSE OF ACTION**

#### **Michigan Constitution — Freedom of Worship and Religious Belief**

#### **(MI CONST Art. 1, § 4)**

258. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 196 as if fully set forth herein.

259. Article 1, Section 4 of the Michigan Constitution states that “[e]very person shall be at liberty to worship God according to the dictates of his own conscience.”

260. The Michigan Supreme Court has interpreted this provision to be “at least as protective of religious liberty as the United States Constitution.” *People v. DeJonge*, 442 Mich. 266, 273, 501 N.W.2d 127, 131 n.9 (Mich. 1993).

261. Other courts in Michigan have held the Michigan Constitution provides greater protection than the First Amendment. *See Porth v. Roman Cath. Diocese of Kalamazoo*, 532 N.W.2d 195, 199 (Mich. App. 1995).

262. Defendants' application of the Township's zoning, building, and fire codes unlawfully burdens Plaintiffs' free exercise of religion by preventing the Church from using the Property for religious exercise.

263. The Township's current demand that all religious gatherings at the Property cease constitute a complete prohibition on Plaintiffs' religious exercise.

264. The Township's Final Determination likewise imposes arbitrary limits that prevent Plaintiffs from conducting their religious ministry as they feel called to do by their sincere religious convictions.

265. The Township does not have a compelling interest in preventing Plaintiffs from continuing the longstanding use of the Property for religious gatherings.

266. Even assuming the Township did possess such an interest, its demands that all religious activity at the Property immediately cease are not the least restrictive means of achieving such interests, nor are the overly restrictive limitations imposed by the Township's Final Determination.

267. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and will continue to suffer irreparable harm, including the loss of their constitutional rights, entitling them to declaratory and injunctive relief, damages, and attorneys' fees.

### **PRAYER FOR RELIEF**

Plaintiffs respectfully ask the Court to:

1. Declare that Defendants' application of the Township's zoning, building, and fire codes against Plaintiffs violates Plaintiffs' rights under the First and Fourteenth Amendments, under RLUIPA, and under the Michigan Constitution;
2. Enjoin Defendants from taking any further steps to enforce its zoning, building, or fire codes against Plaintiffs;

3. Award nominal damages to Plaintiffs;
4. Award actual damages to Plaintiffs;
5. Award Plaintiff attorney's fees and costs under 42 U.S.C. § 1988;
6. Award such other relief as the Court may deem just and proper.

**JURY TRIAL DEMANDED**

Plaintiffs demand a trial by jury, pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, of all issues so triable.

Dated: May 28, 2026.

Respectfully submitted,

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*Attorneys for Plaintiffs The Sanctum of One God,  
Inc. and Donald J. Hamilton*

VERIFICATION

I, Donald J. Hamilton, a citizen of the United States and a resident of Laingsburg, Michigan, hereby declare that I have reviewed the foregoing Verified Complaint and verify under penalty of perjury that it is true and correct.

Dated: May 28, 2026

  
Donald J. Hamilton  
Pastor, The Sanctum of One God, Inc. d/b/a  
The Tarrington