The rise and demise of racially restrictive covenants in Bloomingdale

by Sarah Jane Shoenfeld and Mara Cherkasky

This article is adapted from “A Strictly White Residential Section: The Rise and Demise of Racially Restrictive Covenants in Bloomingdale,” which originally appeared in Vol. 29, No. 1 (Spring 2017) of Washington History: Magazine of the Historical Society of Washington, D.C., and is reprinted and adapted with permission. You can also explore the history of legal challenges to racially restrictive covenants in D.C. as a story map.

In February 1944 Clara Mays, an African American federal government employee, purchased a three-story rowhouse in the Bloomingdale neighborhood, just north of Florida Avenue, close to Howard University.1 The South Carolina native and her large family had been forced to seek a new home when the place they had been renting was sold. Mays settled on 2213 First Street NW, part of an elegant Bloomingdale row built in 1904. Warned that she would be taking a risk in buying the house because a racially restrictive covenant barred its sale to African Americans, Mays went ahead anyway because she lacked other options. When white neighbors sued to stop the Mays family from occupying the property, a D.C. court ruled in their favor. Mays and her family, which included three sisters and four nieces, were given 60 days to get out.2

For decades, Bloomingdale had been largely off limits to Washington's burgeoning black middle class. In the privately developed subdivisions that proliferated north of Washington's original boundary at Florida Avenue beginning in the late 19th century,

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1 This article is based on research undertaken for the online public history project Mapping Segregation in Washington DC, co-directed by Sarah Jane Shoenfeld and Mara Cherkasky of Prologue DC, and on previously unpublished research by historian and GIS mapping specialist Brian Kraft. It also incorporates research by Prologue DC for the Bloomingdale Historic Designation Coalition, which was recently designated a Historic District based, in part, on the neighborhood’s role in the national battle against racial covenants. The authors thank John Urciolo, Jean Urciolo, and Constance Urciolo Battle for generously sharing their memories of their uncle and father’s involvement in D.C. real estate and the Bloomingdale covenant cases.

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builders frequently used restrictive deed covenants to ensure racial exclusivity. They were a common response to the migration of some six million African Americans from the rural South to cities across the North in the first half of the 20th century. D.C.’s black population more than tripled during this period.

The Bloomingdale neighborhood of 1934 was predominantly African American, yet many houses carried racially restrictive covenants and agreements. In 1937, the D.C. Appeals Court upheld restrictive covenants as an effective "barrier against the eastward movement of colored population into the restricted area." [Credit: Prologue DC]
As cities expanded, covenants were often included in deeds both for undeveloped lots and for new housing. Covenants governing who could purchase or occupy buildings served to inscribe racial boundaries before city zoning came along, setting the stage for the widespread adoption of municipal land-use policies in the 1920s. In neighborhoods across the country, white residents followed suit by signing legally binding agreements not to sell or rent to African Americans, in some cases where deed covenants already served that very purpose. By enforcing such restrictions, D.C. developers, private citizens, and the courts helped lay the groundwork for zoning policies and real estate practices that promoted racial segregation.

Bloomingdale offers a case study on the context, evolution, and legacy of racial covenants. On First Street in the 1920s, white residents had signed agreements that their houses would not be “occupied by, or sold, conveyed, leased, rented or given to Negroes” for 21 years. These agreements, combined with restrictive covenants inserted in deeds by developers, meant that six consecutive blocks of First Street remained exclusively white in 1940 and served as a barrier to black settlement to the east even during a wartime housing crisis that strained the city’s capacity.

Bloomingdale also sat at the epicenter of a decades-long battle against housing segregation, in part because D.C. was home to a long-established cadre of African American attorneys. The neighborhood emerged as one of just a few locales in the country where a significant number of cases were brought against restrictive covenants. Nearly three dozen lawsuits against the use of racial covenants had been filed in Bloomingdale and across the city by the time Clara Mays went to court in 1945. Her case helped ignite a postwar push that ultimately succeeded in ending the judicial enforcement of racially restrictive covenants.3

Planning, real estate, and racial segregation

During the first half of the 20th century, the number of areas in which black people could live in D.C. shrank as new whites-only housing, playgrounds, and schools were...

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The 1902 McMillan Plan called for the development of public buildings and expansive parks in areas where poor and working class people lived. One of its crowning achievements was Union Station, which replaced the longstanding Irish and African American neighborhood of Swampoodle. Legislation adopted in 1926 established the National Capital Park and Planning Commission, the city’s first permanent planning agency, and led to the development of federal buildings in part as a means of eliminating black and racially mixed neighborhoods downtown. Historic black enclaves on the city’s outskirts, for example at Tenleytown’s Fort Reno, were replaced in the late 1920s and ’30s with parks and whites-only schools. In racially mixed Georgetown, meanwhile, white citizens formed their own association in 1924 and, as more whites began moving to the neighborhood in the 1930s, longtime black residents were displaced.

4 The 1902 McMillan Plan called for the development of public buildings and expansive parks in areas where poor and working class people lived. One of its crowning achievements was Union Station, which replaced the longstanding Irish and African American neighborhood of Swampoodle. Legislation adopted in 1926 established the National Capital Park and Planning Commission, the city’s first permanent planning agency, and led to the development of federal buildings in part as a means of eliminating black and racially mixed neighborhoods downtown. Historic black enclaves on the city’s outskirts, for example at Tenleytown’s Fort Reno, were replaced in the late 1920s and ’30s with parks and whites-only schools. In racially mixed Georgetown, meanwhile, white citizens formed their own association in 1924 and, as more whites began moving to the neighborhood in the 1930s, longtime black residents were displaced.

to single-family houses, for example, or covenants forbidding the use of buildings as saloons or factories. All served to protect residential property values. Deeds with covenants became a legally enforceable means of shaping the character of new neighborhoods into racially and economically homogeneous enclaves.

In concert with other methods of demarcating racial boundaries and commoditizing urban space, restrictive covenants assigned value to housing and to entire neighborhoods according to their occupants’ race. New subdivisions were marketed on this basis. In October 1911, for example, the Washington Times ran an ad for Fairlawn, in Southeast D.C., listing “NO NEGROES” among its “advantages.”6

During an era of plentiful space for new housing, developers and real estate brokers also benefited from the dual housing market that racial covenants created. The racial identity of homeseekers effectively limited the supply of housing available to them, which drove up prices. The resulting scarcity meant that African American buyers often paid 30 to 40 percent more than white people paid for houses.7

In Northwest Washington, racially restrictive deeds were more common in dense rowhouse subdivisions such as Bloomingdale—where smaller lots would have otherwise made housing more affordable to black homeseekers—than in neighborhoods west of Rock Creek Park. In addition, covenants often covered neighborhoods close to where African Americans already lived, where white residents feared that black “encroachment” was more likely.8

The surrounding racial landscape rendered Bloomingdale’s exclusive status tenuous from the beginning. Racially restrictive covenants were generally less effective in newer, less-established neighborhoods than in long-time white enclaves. Nevertheless they did initially prevent African Americans from settling in Bloomingdale and continued to keep

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6 Washington Times, Oct. 21, 1911, 5.
8 The neighborhoods around Howard University and just south of Florida Avenue were home to substantial black communities prior to Bloomingdale’s development, which coincided with the early racial transition of LeDroit Park, immediately to the west. Although founded as an exclusively white, gated neighborhood, LeDroit Park lacked racial covenants in its deeds, and it was predominantly African American by 1920.
certain sections of it off limits. It was only through active enforcement, however, that covenants would remain effective.⁹

In 1907, as Bloomingdale’s first generation of residents settled in, neighbors began organizing to uphold covenants restricting the 2200 block of First Street NW—the same block where Clara Mays would briefly reside four decades later. In April 1912, members of Bloomingdale’s citizens association resolved not to sell to black buyers “unless forced to

⁹ Rose and Brooks, Saving the Neighborhood, 13.
do so by virtue of the fact that the adjacent property has been occupied by colored tenants, and, in consequence thereof, we are unable to make any other disposition of our property without loss.” By February 1914 the association had conferred with officials in Baltimore on that city’s racial zoning ordinance—which designated entire blocks as either white or “colored”—and at a meeting that month vowed to ask Congress for a similar law in D.C.10 However in 1917 the U.S. Supreme Court ruled racial zoning unconstitutional in *Buchanan v. Warley*. The Court’s decision, coupled with continued high demand among black homesearkers for houses in Bloomingdale, led white residents in the 1920s to expand their use of racial covenants.

The fledgling city planning movement found other means of enforcing segregation, with private developers and the National Association of Real Estate Boards (NAREB), an early promoter of racial covenants, playing a central role in developing urban land use policy. Real estate leaders worked closely with professional planners at the Department of Commerce to formulate federal zoning guidelines to protect residential neighborhoods from populations deemed “incompatible” with their intended occupants, and thus likely to lower property values.

The Commerce Department also consulted with Northwestern University’s influential Institute of Land Economics, which drafted a model racial covenant and a code of ethics for NAREB that included racial steering as a requirement for membership in the organization. (Only members could use the trademarked title “Realtor.”) As a result of this public-private partnership to segregate American cities, half of white-owned homes and virtually all new subdivisions were racially restricted by 1928, according to one estimate.

The role of D.C.’s local real estate industry in city planning during this period deserves further research; as the primary engine of Washington’s economy outside of the federal government, real estate developers had a significant voice in shaping early 20th-century land use policy in the District.11 In fact, the founding officers of the Washington Board of

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Trade, established in 1889, included two investors active in building up D.C.’s Petworth and Brightwood neighborhoods.12

The linkage of black occupancy with declining property values would become a self-fulfilling prophecy by the time the Federal Housing Administration institutionalized the use of racial covenants in the 1930s. Authored by Frederick Babcock, a real estate appraiser and amateur economist formerly with the Institute of Land Economics, FHA’s underwriting manual made the use of racial deed restrictions a criterion for insuring mortgages.13

**Neighborhood enforcement of racial boundaries**

In early November 1923, more than 500 white Bloomingdale residents gathered at First and U streets for a march to the homes of three black families. None of these houses were subject to racial covenants, so instead the group issued an “ultimatum,” reported the *Evening Star.* Although the group promised to help find white buyers for the three houses so that the black families could sell their properties, at least two of the families refused to be intimidated and remained. A year later, white Bloomingdale neighbors formed a committee to track other houses that might end up in African American hands, and committed to securing pledges from white homeowners not to sell or rent to them without the committee’s consent.

White Bloomingdale residents’ efforts to block African Americans from moving into their neighborhood gained support from the local real estate board, which actively encouraged citizens associations to add racial covenants to deeds lacking them. The Washington Real Estate Board’s 1921 code of ethics advised its members that “no

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property in a white section should ever be sold, rented, advertised, or offered to colored people,” and was cited as a model for the code adopted three years later by NAREB.\(^\text{14}\)

The Federation of Citizens Associations promoted the use of agreements to restrict housing. White neighborhood groups consequently circulated documents obliging both signers and future owners not to sell or rent to African Americans for up to 50 years. When filed with the Recorder of Deeds, the signed homeowner agreements became legally binding. As a result of the federation’s campaign for covenants and the complementary efforts of Washington’s real estate board during the 1920s, race became a central means of defining neighborhood boundaries. By 1948 almost half of D.C.'s housing was restricted.\(^\text{15}\)

**Courts enforcement of racial covenants**

Racially restrictive deed covenants were effective because time after time the courts supported their use—most significantly in the 1926 landmark case *Corrigan v. Buckley*, which involved the 1700 block of S Street NW near Dupont Circle.

In August 1921, white neighbors had signed a legally binding agreement to restrict the sale or rental of their houses to white people. A row of more modest houses at the end of block was already black-occupied. When, shortly thereafter, absentee owner Irene Corrigan signed a contract to sell her house to Helen Curtis, of the National Association of Negro Women, a neighbor sued. In 1924, the D.C. Court of Appeals upheld the covenant, citing the official segregation of the District’s schools and recreation facilities as precedents. Further, it said, since African Americans were equally free to discriminate, restrictive covenants did not violate their civil rights. Several noted attorneys, including NAACP president Moorfield Storey, petitioned the U.S. Supreme Court to hear the case. The Court declined, however, stating the agreement was a private contract among


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property owners in which it had no say. While not an actual ruling, the Court’s statement effectively okayed the widespread use of such agreements.

Attention
White Home
Buyers!

The Largest Restricted White Community in Washington
Invites your attention
to the decision of
The U. S. Supreme Court
— that negroes cannot buy
in a restricted white section
Buy or Rent
in the section known as

Eckington High View
Bloomingdale Edgewood

For further information apply to:
Executive Committee of

Bloomingdale Owners
P. W. Pritchett, Chairman
2651 North Capitol St.
W. T. Richardson, Secy.
78 S St. N.W.

North Capitol Citizens’
Association
Henry Gilligan, President
2304 1st St. N.W.
Jesse W. Morgan, Secy.
47 Seaton St. N.W.

This ad appeared in the Evening Star on May 30, 1926, soon after the U.S. Supreme Court affirmed the legality of covenants implemented by neighborhood petitions. Reprinted with permission of the DC Public Library, Star Collection © Washington Post. ([Source](#))

African Americans defied the covenants barring them from the 1700 block of S Street’s prestigious three-story row houses by continuing to buy them even as *Corrigan v. Buckley* worked its way through the courts. White homeowners continued to wage legal
challenges, but eventually abandoned the block. Among the newcomers were attorney William Houston and his wife Mary, the parents of Harvard Law School graduate Charles Hamilton Houston. The younger Houston later would litigate against racial covenants in Columbia Heights, Brookland, Park View, and Bloomingdale, where restrictions barring black residents remained in place for another two decades.\(^{16}\)

After *Corrigan*, citizens associations blanketed other neighborhoods with covenants. In Mount Pleasant, for example, agreements barring African American residents covered nearly every block by 1929.

In 1937, the six remaining white homeowners on First Street’s east side just north of Randolph Place filed suit to nullify the racial covenant that governed the sale of their houses, as well as two around the corner on S Street. The First Street residents argued that the neighborhood was now predominantly black, but the two S Street owners resisted, and the courts upheld the covenant as an effective “barrier against the eastward movement of [the] colored population into the restricted area—a dividing line.” As legal scholar David Delaney has noted, the D.C. Appeals Court “was not simply recognizing or finding a dividing line” between Bloomingdale’s white and black sections, it was “inventing that line.” By declining to hear the case, the U.S. Supreme Court likewise continued to enforce residential segregation.\(^{17}\)

### The Battle for Bloomingdale

By the early 1940s, as automobiles and expanding road networks allowed for easier commutes downtown from newer, less urban areas, Bloomingdale’s appeal as a prestigious white neighborhood was declining. In fact, nearly 90 percent of Bloomingdale’s white households were renters. The influx of war workers during World War II caused overcrowding as many new arrivals shared quarters with other families and lodgers. Three families and three additional lodgers—a total of 14 people—lived at 2128

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First Street; next door at 2126, a multigenerational family of 11 lived with four boarders.\textsuperscript{18} Like their white counterparts, some black households west of First Street sheltered up to 13 adults, including multiple lodgers. Racial covenants added to the problem for African American families by preventing them from purchasing the increasing number of houses that would have been available to them as white homeowners abandoned the neighborhood.

It was in this context that a pair of Italian American real estate brokers partnered with black broker and Howard Law School graduate Romeo Horad to purchase several racially restricted houses on Adams and Bryant streets for resale to African Americans. Raphael Urciolo, a linguist with two Ph.Ds. and a law degree, and his brother Joseph had inherited the family real estate business in 1936. They saw a market niche in financing sales to black buyers, often people they knew socially or through work. Despite the potential for lawsuits, the Urciolos and other investors saw opportunity for profit because white owners were eager to sell and African Americans were desperate to buy. As an immigrant who had experienced discrimination himself, Raphael Urciolo also opposed racial covenants as unjust. “I would prefer to sell to the colored man because he has so much harder time getting a house,” he later testified in court. Their interest in helping African Americans invest in real estate led both Urciolos to teach real estate law at Howard University for many years.\textsuperscript{19}

As the Urciolos and Horad began selling houses on Adams Street, NAACP attorney Charles Hamilton Houston joined the legal battle against covenants. Houston had recently moved back to D.C. from New York, where he had been the NAACP’s chief civil rights attorney and had argued cases before the U.S. Supreme Court. The native Washingtonian had served as dean of Howard Law School, which he transformed into a fully accredited program focused on dismantling legal segregation.

In 1941-42, Houston represented his friends Mary and Frederick Hundley in a successful covenant appeal in Columbia Heights before shifting his focus to Bloomingdale. Partnering with Urciolo and Horad, Houston prepared a petition to void racial covenants on the 100 block of Adams Street. At the same time, Urciolo sold houses to black clients,
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actions for which he and the buyers all were sued by some of the last remaining white owner-occupants on the block.\textsuperscript{20}

\begin{figure}[h]
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\caption{Raphael (left) and Joseph (right) Urciolo pose with their father John and sons Raphael, Jr. and John, ca. 1951. Raphael had been involved in lawsuits to break covenants and allow sales to African American buyers in Bloomingdale. Courtesy, Jean Urciolo}
\end{figure}

Urciolo represented himself in court, while Houston represented the homebuyers. Houston used the opportunity to put a new strategy to work: collecting contextual evidence, including testimony from noted Howard University sociologist E. Franklin Frazier as well as white homeowners, to show that racial covenants were having a detrimental impact on the neighborhood. While originally intended to increase home values, racial covenants ultimately had the opposite effect.

Charles Hamilton Houston presents a brief, ca. 1931. Courtesy, Scurlock Studio Records, Archives Center, Smithsonian Museum of American History

As part of the legal research, Howard University law professor and Houston collaborator Spottswood Robinson conducted a series of telling interviews with white area
homeowners that revealed how they struggled to keep their neighborhood racially exclusive despite economic pressures.Emily Broadbent, one of the first white homeowners on the block when the houses were new in 1905, told Robinson that “it was difficult to find desirable white tenants; most of them were poor and unable to pay the rent.” John Komsa, who moved to 145 Adams Street in 1939, found the property “in deplorable condition” and “unfit for occupancy”; by contrast, he observed, “the colored owners . . . occupy their properties as residences and keep them in a decidedly better condition.” In addition, Komsa noted that “he had had no trouble with the Negro families on the street whatsoever.”

A public auction of 136 Adams Street NW was photographed by Charles Hamilton Houston’s legal team to support its contention that racially restrictive covenants depressed housing values. Courtesy, Moorland-Spingarn Research Center, Howard University

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21 Houston Papers, box 33, folder 9, MSRC, HU.
22 McNeil, Groundwork, 177; Houston Papers, box 33, folder 9, MSRC, HU.
Houston’s team collected affidavits from officials at an under-enrolled white school and an overcrowded “Negro” school to show that Bloomingdale was by this time an African American neighborhood; racial covenants clearly were no longer keeping the neighborhood white. They also documented detailed ownership histories of each house; mapped the presence of racial covenants, black households, and white households on the surrounding blocks; and presented photographic evidence of the vacancy and deterioration of white-owned houses whose owners could not sell them, except at a great loss. The team compiled a comparison of prices paid by black and white homeowners on the 100 block of Adams, showing houses subject to racial covenants to be worth far less.

Despite these efforts by Houston and his colleagues, in 1942 the courts again upheld restrictive covenants on at least nine properties on Adams Street. Three years later, Clara Mays lost her battle to keep her house, in Mays v. Burgess. U.S. Court of Appeals Chief Justice Lawrence Groner wrote that neighboring properties to the east were “an unbroken white community of nearly a thousand homes under restrictive agreements, most of which are still in effect.” Dissenting Judge Henry Edgerton argued that racial lines clearly were in flux and cited Houston’s successful appeal in Hundley v. Gorewitz (1942) as precedent for a racial covenant being ruled invalid when “the character of the neighborhood has changed.”

Despite the strength of Edgerton’s dissent, the U.S. Supreme Court declined the NAACP’s petition for an appeal. She could not find anywhere to go, however, so she and her family remained in the house. She eventually was held in contempt of court, and, after losing a second appeal, forced to move. Raphael Urciolo eventually found Mays and her family a new home.

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23 Gonda, Unjust Deeds, 78-79; Houston Papers, box 33, folders 9-13, MSRC, HU.
25 Mays v. Burgess; Hundley v. Gorewitz, 132 F.2d 23 (D.C. Cir. 1942); Gospel Spreading Ass’n v. Bennetts, 147 F.2d 878 (1945); “Restrictive Covenants,” Baltimore Sun, May 5, 1945; Vose, Caucasians Only, 94, 156; Delaney, Race, Place, and the Law, chap. 6; Gonda, Unjust Deeds, 41.
A new legal strategy

In the aftermath of the Mays case, the NAACP promised to ramp up its fight against covenants in D.C. and across the country. In 1945—nearly two decades since the Supreme Court declined to hear Corrigan v. Buckley—the group convened the first of three conferences on legal strategies for dismantling racial covenants, at which Houston advised questioning the meaning of racial categories. “One technique is to start out denying that the plaintiffs are white ... and in denying that your defendants are Negroes, you go to the question of the standards of race,” he explained.26

Houston soon had an opportunity to put this technique to work in Bloomingdale. In October 1944, Raphael Urciolo had sold 116 Bryant Street NW, across from McMillan Park, to James Hurd, the African American owner of a nearby salvage yard Urciolo frequented for plumbing supplies. On behalf of several neighboring white homeowners, attorney Henry Gilligan sued the Hurds and Urciolo.

In arguing for the right of James and Mary Hurd to occupy the house they had purchased, Houston used the very tactic he had described in Chicago: he denied that plaintiffs Lena and Frederick Hodge were white and that his own clients were black, raising difficult-to-answer questions about what defined “Negroes” and what made them unsuitable as neighbors. Houston also called expert witnesses—an anthropologist and a bacteriologist—both of whom testified that race was primarily a social category with no scientific basis. Officials from the city’s Rent Control Administration and Board of Social Welfare corroborated a real estate broker’s testimony on the extreme housing scarcity for African Americans, and sociologist E. Franklin Frazier confirmed that the covenants on Bryant Street no longer served their original purpose: the neighborhood had already changed hands. Houston’s innovative and experimental legal strategy—as well as the incorporation of social scientific evidence showing covenants’ deleterious effects on American neighborhoods and society—were a critical turning point in the legal campaign to dismantle segregation. But despite these efforts, the D.C. courts upheld covenants on all four of the Bryant Street houses.27

When a consolidated appeal by the Hurds and Urciolo was also struck down in May 1947, Judge Henry Edgerton issued a lengthy dissent that built upon his earlier dissent in

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26 Plotkin, “‘Hemmed In,’” 56; Vose, Caucasians Only, 57, 60-61; Gonda, Unjust Deeds, 92-94, 103-112.

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Mays. The legal enforcement of racial covenants, argued Edgerton, violated the Constitution’s guarantee of the right to freely buy and sell property and was “contrary to public policy.” Appellants “do not ask that appellees be forced to sell them houses,” he wrote. Instead, he went on, the Hodges “ask the court to take away appellants’ homes by force because they are Negroes. There is no other issue in the case.”

In April 1947 the U.S. Supreme Court agreed to hear appeals in two covenant cases: *Shelley v. Kraemer* from St. Louis and the Detroit case *McGhee v. Sipes*. Several months later, for the same reason that it later heard the D.C. schools case *Bolling v. Sharpe* in conjunction with *Brown v. Board of Education of Topeka*, the Court also agreed to hear separate D.C. covenant cases: *Hurd v. Hodge* and *Urciolo v. Hodge*. As a unique federal enclave, the District of Columbia was not necessarily subject to the 14th Amendment, which required “states” to treat citizens equally.

With the help of his former student, Spottswood Robinson, Houston and an experienced volunteer—Interior Department attorney Phineas Indritz—set to work preparing a brief. The final version cited more than 150 publications attesting to the negative impacts of restricted housing. Preparation of the consolidated brief, said to be Houston’s most extensively prepared case of any he argued before the Supreme Court, was followed by an all-day rehearsal at Howard Law School with professors posing as judges and students joining as participant-observers.

Numerous national religious groups, civic and professional associations, and organizations promoting civil liberties and human rights filed friend-of-the-court briefs supporting the NAACP. Oral arguments presented January 15-16, 1948, included testimony by Bloomingdale’s Henry Gilligan and his law partner James Crooks, who represented white homeowners in both D.C. and Detroit. They argued that racial harmony was a matter of choice that could never be achieved by “law or public policy,” ignoring the extraordinary role of the American legal system and myriad public policies in drawing racial lines in the first place.

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The Court ruled in April 1948 that enforcing covenants in the District violated the Civil Rights Act of 1866, which requires equal treatment by the federal government. Though the economics of real estate would continue to serve as a driving force for segregating urban space in the nation’s capital, racial covenants could no longer be legally enforced.

The end of racially restrictive covenants, and their legacy

Racially restrictive covenants did not disappear overnight because the Supreme Court’s 1948 ruling prohibited only judicial enforcement; it did not prevent private parties from writing and voluntarily abiding by them. In D.C.’s Spring Valley neighborhood, for example, the real estate company W.C. and A.N. Miller continued to include racial restrictions in deeds for its houses. Another clause required all subsequent sales to be

To prepare for Hurd v. Hodge, Houston’s team gathered research attesting to the negative impacts of racially restricted housing. This is Houston’s annotated brief for the case. Courtesy, Moorland-Spingarn Research Center, Howard University

D.C. Policy Center | dcpolicycenter.org
brokered by the company and rentals to be approved by either the company or a majority of neighbors. In Chevy Chase, Maryland, covenants by agreement reportedly remained in use as late as 1969 even without judicial enforcement.\(^{30}\)

Soon after the 1948 decision, the D.C. Federation of Citizens Associations began recommending other ways to enforce racial exclusion. In Mount Pleasant, for example, the citizens association tried buying properties that might be offered to African Americans but soon found the plan unworkable. Residents of Hillcrest in Southeast D.C. also weighed alternatives to covenants, according to the *Washington Post* and on at least one block in Brookland, residents entered a “mutual faith covenant” promising not to become the first to convey their property to an African American.

In Northeast D.C.’s River Terrace, white residents resorted to violence against their new black neighbors in the summer of 1949: a local black newspaper employee had his car vandalized, phone lines cut, rocks thrown through his windows, and a fire ignited in his yard.\(^{31}\)

Other enforcement efforts were more subtle and systemic. The Federal Housing Administration yielded to pressure from the NAACP and others to stop insuring properties with racial covenants in 1950; however, redlining by private lending institutions and discriminatory land use policies—the construction and expansion of highways that isolated black neighborhoods, for example—continued for decades.\(^{32}\) The *Post* quoted a local Realtor who observed that, due to discrimination by banks,

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\(^{30}\) Rose and Brooks, *Saving the Neighborhood*, 181; David Alpert, “Where D.C. used to bar black people from living,” May 5, 2016.

\(^{31}\) Armstrong High School Spanish teacher Edna M. Holland, who reportedly broke the color barrier on the 1300 block of Harvard Street NW, narrowly escaped death when her home was bombed in April 1941. According to newspapers, the local white citizens association had pressured Ms. Holland into agreeing to sell the house, but after negotiating down the price, they had not yet raised the money to buy it. ("Mystery Blast Jars D.C. Homes," *Washington Post*, Apr. 13, 1940; "FBI Probe of Home Blast to Be Asked," *Washington Post*, Apr. 14, 1940; "Dynamite Used in Terror Drive Against Teachers," *Atlanta Daily World*, Apr. 18, 1940).

\(^{32}\) Lauren Ober, “How Racial Covenants Shaped D.C. Neighborhoods” (Jan. 17, 2014);


“covenants are still effective because people who want to violate them can’t borrow money.”

Racial covenants—specifically their role in equating race and property values—precipitated public and private disinvestment in Bloomingdale and other D.C. neighborhoods as they transformed from exclusively white to entirely black. Bloomingdale and the neighborhoods that surrounded it were about 95 percent black by 1960, the beginning of a decade in which both Rhode Island Avenue and North Capitol Street were transformed into virtual highways for moving commuters more quickly into and out of downtown. As increasing numbers of black middle-class families moved out of the city—especially after the 1968 Fair Housing Act made suburban neighborhoods more accessible—lower-income households were left behind. By the early 1970s, Bloomingdale’s 20001 zip code—which also included Shaw, LeDroit Park, Truxton Circle, and Pleasant Plains—had the city’s lowest median income. Of all the mortgage loans made in D.C. in 1972-74, just 1.6 percent of them went to these neighborhoods.33

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Unpacking the various factors in Bloomingdale’s and D.C.’s recent economic rebirth is beyond the scope of this article, but certainly it is no coincidence that reinvestment—for example, a massive public sewer project designed to alleviate the flooding that has long plagued Bloomingdale—has coincided with a new phase of racial transition. As gentrification rapidly transforms D.C. neighborhoods ripened for redevelopment by decades of urban decay, it is useful to consider how we got here. Just as racial covenants functioned as an essential means of shaping new neighborhoods in the early 20th century, their legacy has been central to what followed.

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