Racial Restrictive Covenants: Enforcing Neighborhood Segregation in Seattle

by Catherine Silva

Richard Omstein, a Jewish refugee from Austria, contracted to purchase a home for his family in the Sand Point Country Club area of Seattle in late 1952. Unknown to both Omstein and the seller, the property’s deed contained a neighborhood-wide restrictive covenant barring the sale or rental of the home to non-Whites and people of Jewish descent. In spite of the U.S. Supreme Court ruling that deemed racial restrictive covenants unenforceable in 1948, Omstein’s case reveals that this ruling yielded little power over the application of these restrictions on the individual level. Daniel Boone Allison, Head of the Sand Point Country Club Commission, approached the realtor negotiating the sale and announced: “the community will not have Jews as residents.”[1] Over the next several weeks Allison campaigned to stop the sale by both citing the covenant barring the sale of homes to Jews and by threatening Omstein with a list of ways intolerant area residents “could” respond to the presence of the Omstein family in the neighborhood. Despite the willingness on the part of the home seller, despite the support of civil rights activists, and despite the 1948 court ruling, Omstein eventually became a victim of Allison’s threats and “made it clear that he [had] no intention of moving” into an area that did not accept his presence.[2]

What happened to Richard Omstein is part of a long and extensive history of racial restrictive covenants and housing segregation in Seattle. Throughout the 1920s, 1930s and 1940s, restrictive covenants played a major role in dictating municipal demographics. Neighborhoods in North Seattle, West Seattle, South Seattle and in the new suburbs across Lake Washington adopted deed restrictions to keep out non-White and sometimes Jewish families. Some central neighborhoods in Capitol Hill, Queen Anne, and Madison Park also armed themselves with covenants. By the end of the 1920s, a ring of deed restrictions meant that people of color had few options. The older areas of the Central District and Chinatown were nearly the only “open neighborhoods” in Seattle. African Americans, Chinese Americans, Japanese Americans, Filipino Americans and some of the region’s Jewish population shared a ghetto that followed an L-shape from the International District, east along a corridor of blocks surrounding the Jackson Street, then north in another corridor surrounding 23rd Avenue to Madison. Covenants lost the force of law after 1948, but the map of segregation they helped to create lasted much longer.

What is a Racial Restrictive Covenant?

The Civic Unity Committee, in a 1946 publication, defined racial restrictive covenants as: “agreements entered into by a group of property owners, sub-division developers, or real estate operators in a given neighborhood, binding them not to sell, lease, rent or otherwise convey their property to specified groups because of race, creed or color for a definite period unless all agree to the transaction.”[3] When a restrictive covenant existed on a property deed or plat map, the owner was legally prohibited from selling to members of the specific minority group or groups listed in the covenant. These contracts thus hampered the individual freedoms of the signer and all future property owners to sell to whomever they chose. If an owner violated the restriction, they could be sued and held financially liable. Because of this legal obligation, racial restrictions were rarely contested, which is the key reason why they were so effective. In addition, the use of racial restrictive covenants removed the need for zoning ordinances.[4] In that way, they served to segregate cities without any blame being placed on municipal leaders.
The popular use of racial restrictive covenants emerged in 1917, when the U.S. Supreme Court deemed city segregation ordinances illegal. In Buchanan v. Warley, the court ruled that outright segregation ordinances violated the Fourteenth Amendment. In the aftermath of this ruling, segregationists turned to restrictive neighborhood covenants and a decade later, the Supreme Court affirmed their legality. The 1926 ruling in Corrigan v. Buckley stated that while states are barred from creating race-based legislation, private deeds and developer plat maps are not similarly affected by the Fourteenth Amendment. This is because individuals entering into covenant agreements are doing so of their own volition, whereas segregation ordinances were forced upon populations from the state and municipal levels. Racial restrictive covenants consequently superseded segregation ordinances as instruments to promote and establish residential segregation among races in U.S. cities.

The National Housing Act of 1934 also played a part in popularizing these covenants. Passed during the Great Depression to protect bank investments, this act introduced the practice of "redlining," or drawing lines on city maps delineating the ideal geographic areas for bank investment and the sale of mortgages. Areas blocked off by redlining were considered risky for mortgage support and lenders were discouraged from financing property in those areas. This legislation was intended to ensure that banks would not over-extend themselves financially by exceeding their loan reserves, but it resulted in intensified racial segregation.

The Housing Act encouraged land developers, realtors and community residents to write racial restrictive covenants to keep neighborhoods from being redlined. This trend can be seen on the red-lined "residential security maps," which essentially divided cities according to their racial demographics in order to determine the economic desirability of certain neighborhoods. This practice provided a financial justification for racial restrictive covenants and allowed for their popular use. On top of this, redlining made it exceedingly more difficult for non-Whites to purchase property because financing was refused in the only neighborhoods they were able to live in.

In 1945, an African American couple named J.D. and Ethel Shelley knowingly purchased a restricted home in St. Louis, Missouri. They made the purchase in order to protest the legitimacy of the restrictive covenant that had been drafted by the St. Louis Real Estate Exchange, resulting in the court case titled Shelley v. Kraemer.[7] The following year, the circuit court decided that the restrictive covenant was unenforceable because it had been haphazardly assembled. The Missouri Supreme Court, however, rejected that ruling and upheld the covenant by invoking Corrigan v. Buckley. Traveling up to the U.S. Supreme Court in 1948, the final court decision in the case of Shelley v. Kraemer favored the Shelleys. The Court ruled that although racial restrictive covenants are private, non government contracts, they are nonetheless legally unenforceable, as they are in violation of the Equal Protection Clause of the Fourteenth Amendment.[8] This ruling was a milestone in the campaign against racial restrictive covenants, but it did not put a stop to their use. Although racial restrictive covenants were no longer legally enforceable, they were not illegal to establish and privately enforce. Despite the court decision, these null and void restrictive covenants continued to govern where minority individuals were able to reside.

**Social Enforcement**

Social enforcement had always been as important as legal enforcement by the courts in upholding racial restrictions. This is apparent in the threat tactics employed by Daniel Boone Allison to prevent the Ornstein family from moving to Sand Point. According to a report by Leonard Schroeter, Director of the Anti-Defamation League, Allison "warned that Mr. Ornstein would not be allowed to move in or that if he moved in, he would regret it."[9] Mr. Allison also warned that if the Ornsteins moved in, their child 'could' be made uncomfortable, their driveway 'could' be blocked off, and the streets and their utilities 'could' be cut off.[10] More details emerge in a questionnaire developed by Sand Point Methodist Community Church, which was meant "to determine the attitudes of the residents of Sand Point on restrictive covenants."[11] Residents were asked to respond to a hypothetical scenario that was very similar to the Ornstein Case, in which an area leader "tells the realtor who brought buyer and seller together that the sale must be stopped. He says that if it is not stopped that restrictive covenants will be used to see that the buyer does not move in." More ominously, "[if] the buyer manages to..."
move in anyways he is to be warned that the community will make him very uncomfortable."

"The discomfort that a violator of these rules may suffer may include such things as having his realtor blacklisted from business activity in the community. Or it may mean that the buyer will be given a lot of difficulty in obtaining sewer, water, roadway and other services. Sometimes it means that his driveway is blocked off, his children are roughed up, and his property is damaged or littered up. Sometimes it only means that the family is given a very cold shoulder by the community."[12]

Respondents to this survey were asked a series of questions asking how they felt about the given situation and how realistic they found the proposed outcome to be.

The report notes that "unfortunately, the night before the survey was to be conducted, Mr. Allison and those working with him called or visited most of the residents in the Sandpoint development and warned them not to participate in the survey."[13] As a result, only 34 residents of the 158 homes visited participated, and only a small percentage of those respondents indicated that they opposed Allison and the use of racial restrictive covenants.

Despite the fact that the law no longer supported restrictive covenants, Allison and his allies successfully prevented the sale and upheld the covenant. The Civic Unity Committee and the Anti-Defamation League held meetings and discussed establishing educational programs to combat prejudices but, in the end, it was the social enforcement of the restrictive covenant that held the most weight in determining how the situation was resolved.

The success of social enforcement in upholding racial restrictive covenants even after Shelley v. Kraemer was enhanced by the growing involvement of realtors in the matter. In his study of St. Louis, historian Colin Gordon wrote that "the use of restrictive covenants grew alongside the modern real estate industry and the urban boom of the early twentieth century."[14] And, according to the Code of Ethics for the National Association of Real Estate Boards that was enforced in Seattle in the early 1950’s, a realtor "should never be instrumental in introducing into a neighborhood a character of property or occupancy, members of any race or nationality, or any individuals whose presence will clearly be detrimental to property values in that neighborhood."[15] As the "residential security maps" illustrated, it was genuinely believed that the presence of racial minorities in Seattle neighborhoods would bring down real estate values. Therefore, realtors encouraged racial segregation in order to maintain property values and sell housing.

Twenty years after the Supreme Court ruling in Shelley v. Kraemer, The Fair Housing Act of 1968 was passed. This prohibited "discrimination of sale, rental, and financing of dwellings and other housing-related transactions, based on race, color, national origin, religion, sex..."[16] This law officially made the use of racial restrictive covenants in housing illegal. The 1968 law essentially filled in the gap that Shelley v. Kraemer left, and prohibited restrictive covenants from being upheld both privately and judicially. Actions taken to uphold racial restrictive covenants, such as those taken by Allison against Ornstein, were finally banned. However, this ruling did not force the removal of racial restrictions from property deeds. As a result, a language of segregation remains in the fine print of deeds all over the country and acts as a historical reminder of the segregationist systems that for so long mapped Seattle and other cities.

**Database of Covenants**

Seattle’s first known racial restrictive covenant was written in 1924 by the Goodwin Company and applied to three tracts of land and one block of the company’s development in the Victory Heights neighborhood in north Seattle.[17] Over the next two and a half decades, until 1948, hundreds of other covenants were written. To date, student researchers for the Seattle Civil Rights and Labor History Project have located 414 racial restrictive covenants and deed restrictions in the King County Recorders office, covering tens of thousands of homes in Seattle and suburban King County. This database provides a wealth of information about the geography of segregation, about the developers and homeowners who practiced this form of segregation, and about the curious language of racial exclusion.
Land developers and real estate companies wrote most of the region’s racial restrictive covenants. The easiest way to impose deed restrictions on large areas was before the parcels were sold and developed. Some developers included restrictions in the plat maps filed with the County Recorder. Others affixed deed restrictions as they sold off parcels or blocks. As a result, properties that were subdivided after 1926 were more likely to be restricted than those in the older areas and that means that North and South Seattle and the suburbs were more thoroughly restricted than neighborhoods that are more centrally located.

The biggest names in land development were also the biggest names in Seattle's segregation industry. The Goodwin Company, South Seattle Land Company, Seattle Trust Company, Puget Mill Company, Crawford & Conover Real Estate partnership—these firms subdivided hundreds of acres and laid out neighborhoods throughout the region, always with racial restrictions permanently following the deeds. No name was bigger than W.E. Boeing, the founder of Boeing Aircraft Company. Between 1936 and 1944, Bill Boeing and his wife Bertha set aside a massive tract of land north of Seattle city limits for subdivision, including the future communities of Richmond Beach, Richmond Heights, Innis Arden, Blue Ridge and Shoreview. As they plotted those developments, Bill and Bertha added racial restrictive covenants to property deeds. A typical covenant for one of Boeing’s developments reads as follows:

“No property in said addition shall at any time be sold, conveyed, rented, or leased in whole or in part to any person or persons not of the White or Caucasian race. No person other than one of the White or Caucasian race shall be permitted to occupy any property in said addition of portion thereof or building thereon except a domestic servant actually employed by a person of the White or Caucasian race where the latter is an occupant of such property.”

Although the language varies among W.E. Boeing's covenants, each states that only White or Caucasian individuals may live on Boeing property, with the exception of domestic servants.

The Goodwin Company used very similar verbiage in the covenants attached to the subdivisions it developed in the Northgate, Hawthorne Hills, Lake City, Lake Ridge, and Windermere neighborhoods from 1924 to 1938. The Goodwin property deeds similarly stated that property could not be sold: "to any person not of the White race; nor shall any person not of the White race be permitted to occupy any portion of said lot or lots or of any building thereon, except a domestic servant actually employed by a White occupant of such building." The Seattle Trust Company, another large developer which developed large areas of Shoreline, parts of Lake Forest Park, and the Bryant and Haller Lake areas, likewise allowed only members of the White or Caucasian race to purchase or rent their restricted properties.

Not all developers used homologous and consistent language regarding “any person not of” the White or Caucasian race in their restrictive covenants. Developers like the South Seattle Land Company often listed the specific races restricted from purchasing their properties. For example, covenants established by the South Seattle Land Company frequently maintained that no “part of said property hereby conveyed shall ever be used or occupied by any person of the Ethiopian, Malay, or any Asiatic race. In a 1930 covenant, the South Seattle Land Company also listed “Hebrews” among the races restricted from occupying their properties in the McMicken Heights and Beverly Park neighborhoods. To clarify, from the 1920s to 1940s terminology, “Hebrews” meant Jews; “Ethiopians” meant African ancestry; “Malays” meant Filipinos; and “Asiatic” meant anyone from the Asian continent.

Some of Seattle's racial restrictive covenants made use of even more specifically exclusionary terms. A set of 1946 restrictive covenants established by the Puget Mill Company for the Lake Forest Park area listed Hawaiians as a restricted race. The Puget Mill Company also named specific Asian countries in covenants applied to Sheridan Park, prohibiting Chinese and Japanese individuals from moving to that neighborhood. In covenants applied to the Broadmoor neighborhood developed by the Puget Mill Company, property could not be “occupied by any Hebrew or by any person of the Ethiopian, Malay or any Asiatic Race.” Interestingly, no restrictive covenants that excluded Mexicans or Native Americans have been found to-date, although such restrictions were common in Los Angeles and a few other U.S. cities.
White Neighbors Organize

Land development companies were responsible for most but not all of the racial restrictive covenants in Seattle. In some areas, homeowners themselves organized campaigns to restrict their own properties. This was most common in the older areas of the city that had been developed before the 1920s. Much of Seattle had already been plotted and developed before the era of racial covenants. In those neighborhoods, homeowners’ associations and homeowners themselves engaged in a more complicated process of establishing deed restrictions.

The best example of this occurred in Capitol Hill. Worried that African American families might seek housing north of Madison Ave, a group of white homeowners in the upscale neighborhood of Capitol Hill began a campaign in 1927 to change all of the deeds in the area. This was a more complicated undertaking than adding a restriction to newly subdivided property. An extensive effort was required to convince the hundreds of homeowners to sign on to the restrictive covenant that would bind their property and limit their freedom and that of future homeowners. Just who led the campaign is not clear, but it seems to have been associated with the Capitol Hill Community Club. In a letter written 20 years later, Martha B. Cook, a club leader, stated that “a small group of interested people worked and kept 90 blocks [of Capitol Hill] safe through racial restrictions.”[23] She went on to extol the “mutual benefits, protection, preservation and promotion of the value of that land and properties” achieved through the covenant campaign. According to Katherine Pankey, a University of Washington student who examined the Capitol Hill covenants in 1947, the restrictions ultimately covered 183 blocks and required the signatures of 964 homeowners.[24]

The campaign lasted more than three years as organizers persuaded block after block of white property owners to sign the agreement in the presence of a notary. The first of the covenants was filed with the County Recorder on October 10, 1927. It covered the twenty properties in the block surrounded by 21st and 22nd Ave N between Aloha and Prospect. Lillian Goetz and Katherine Pankey were listed first among the nineteen property owners, mostly couples, who signed.[25] Targeting African-Americans but not mentioning Asian Americans, its wording was shared by most of the Capitol Hill covenants:

“The parties hereto signing and executing this instrument and the several like instruments relating to their several properties in said district, hereby mutually covenant, promise and agree each with the other, and for their respective heirs and assigns, that no part of the lands owned by them as described following their signatures to this instrument, shall ever be used or occupied by or sold, conveyed, leased, rented or given to Negroes, or any person or persons of the Negro blood.”[26]

Interestingly, the Capitol Hill covenants specified that they would expire in 21 years. This was in contrast to the restrictions placed on plat maps and deeds by land developers which were intended to be enforced in perpetuity. This expiration date came into play during the campaign to stop the use of racial restrictive covenants and will be discussed in more detail later in this essay.

Campaigns for restriction occurred in other neighborhoods, including Montlake, Madrona, and Queen Anne. Two real estate firms, F.W. Keen Company and J.L. Grandey, Inc., organized most of the racial restrictive covenants for Queen Anne from 1928 to 1931, using tactics nearly identical to those for Capitol Hill. They did change the language of restriction, specifying that “No person or persons of Asiatic, African or Negro blood, lineage, or extraction shall be permitted to occupy a portion of said property, or any building thereon; except domestic servants may actually and in good faith be employed by white occupants of such premises.”[27]

One of the more interesting examples of a neighborhood-based campaign took place in the area known as Squire Park in the late 1920s. Located between Alder Street and Cherry Street from Fourteenth to 22nd Avenue, this two block area today is in the Minor neighborhood of the Central District.[28] In 1928 white homeowners organized a covenant campaign and agreed to restrictions similar to the Capitol Hill campaign, again specifying that the signers “hereby mutually covenant … that no part of said lands owned by them … shall ever be used, occupied by or sold, conveyed, leased, rented or given to negroes, or any person or persons of the negro blood.”

Unlike most of the covenants which accomplished their segregationist goals, the Squire Park agreement at some point fell apart. The details are obscure. We don’t know how the covenant was broken and what kinds of efforts were made to enforce it. It appears from the list of 19 property owners who signed the document that not all houses in the two block area were covered. That might have undermined its effectiveness. In any case, by the late 1940s, some African American families were living in the neighborhood and in the next decade many more joined them.

White residents also failed to create effective covenant campaigns in other areas of Seattle. To date, few deed restrictions applying to Wallingford or Fremont neighborhoods have been discovered. It is not clear why Whites did not produce covenant campaigns in these areas. They may have had other means of maintaining exclusivity, as few non-whites managed to find homes in either area. In 1960 only 27 African Americans lived in Wallingford or Fremont, along with 21,823 Whites and 335 persons identified in the census as “other races.” This can be seen on the residential distribution maps on the Seattle Civil Rights and Labor History Project’s website. The maps suggest little difference in the demography of Wallingford, where no covenants have been located, from the demography of Ballard, Loyal Heights, and Greenlake, where they were common. This reemphasizes the point that social enforcement of segregation was every bit as important as legally enforcing deed restrictions.

Racial Restrictive Covenants in Cemetery Deeds

Racial restrictive covenants affected non-White individuals in death as in life. Several Seattle cemeteries enforced “White Only” policies, with the racial restrictive covenants written into the deeds for individual grave-sites. According to a 1948 investigation by the Christian Friends for Racial Equality (CFRE), this practice “made it difficult or impossible for non-Caucasians to purchase burial plots.” In 1948, “a Japanese citizen, Mr. Itoi Sr., passed on and his family suffered great difficulty, consuming a week’s time, before eventually finding a plot to bury the body.” That same year, another Japanese American was left unburied for upwards of five months “because most of the cemeteries [were] limiting interment to Caucasians.” Acacia Memorial Park in the Shoreline neighborhood of Seattle was one of the cemeteries preventing these two Japanese-Americans from purchasing burial plots, having made use of a restrictive covenant from 1929 through 1947. The Acacia Memorial Park covenant stated: “the grantee agrees that no transfer of said (lot) or portion thereof shall be valid unless conveyed to a member of the Caucasian race.” Washington Memorial Park also had a racial restrictive covenant established in 1934 by the Washington Cemetery Association.

Seattle’s Campaign Against Racial Restrictive Covenants

Seattle’s minority populations resented and resisted racial restrictive covenants from the very beginning. The history of resistance actually starts earlier than the establishment of the first racial covenant in Seattle. In his book, The Forging of a Black Community (1994), Quintard Taylor details the life of African American journalist and politician for the Republican Party, Horace Cayton, and his family’s fight against racial discrimination. The Caytons were a prominent middle class Seattle family. Each member individually fought discrimination in the educational, labor, housing and other sectors in Seattle. In 1903, before restrictive covenants prevented Blacks from purchasing homes, the family moved to the Capitol Hill neighborhood. Six years later, in 1909, “a white realtor went to court, charging that the Horace Cayton family…had caused real estate values to depreciate and asked that they be removed.” The Caytons fought back and prevailed in the court case, winning a victory that was important for the entire black community. Unfortunately, the victory was short-lived. Five months after this triumph, financial downfall forced the family to sell the house and leave the neighborhood.

The experience of the Cayton family demonstrates that members of the minority community were not content to remain inside of Seattle’s “ghettos.” Taylor further explains the continued effort by minority populations to move out of the Central District after the implementation of racial restrictive covenants. He writes of Elva Moore Nicholas, who remembered people walking all over the city in 1938 in search of adequate housing with “For Rent” signs. Nicholas maintained that when minorities viewed homes, “[they] had no protection, and they [the realtors] could say anything they wanted to say, and you just had to take it or else.”

Restrictive covenants were a source of big profits for powerful real estate interests.

Capitol Hill Covenant Campaign

27 property owners signed this 1927 petition to restrict property use on their block.

Capitol Hill Racial Restrictive Covenant.
These stories from Taylor's book illustrate that while minority individuals tried to obtain better housing, a collective rather than an individual effort would be necessary to effect change. The Seattle chapters of the National Association for the Advancement of Colored People (NAACP) and the National Urban League campaigned against racial restrictive covenants from the 1920s and on. In the 1940s, the Christian Friends for Racial Equality and the Civic Unity Committee added their voices to the fight. Their combined effort yielded some victories.

The CFRE was founded in Seattle in 1943 and was a mostly female, multiracial, religious civil rights group that focused on examining and campaigning against inequalities in a variety of community areas.[39] "Though rarely involved in legal campaigns, the CFRE pioneered in race and religious relations and laid the groundwork required to change community attitudes, thus enabling the success of political and legal campaigns in the Seattle area."[39] Combating restrictive covenants was part of the agenda from the beginning. In its founding year, the CFRE began to collect the "satanic [c]ovenants" with the goal of publishing and distributing informational brochures.[40] These brochures were meant to spread awareness of the existence of racial restrictive covenants and also "made an earnest effort to find Caucasian owners willing to sell to non-Caucasians."[41]

One victory in the struggle against racial restrictive covenants in Seattle came in 1946, when White residents of the Rainier District launched a campaign to impose restrictive covenants in response to an African American's attempt to purchase a home there.[42] The Christian Friends for Racial Equality (CFRE) held a meeting protesting the restriction, and "circulated a list of people who might be called upon to help in such an emergency."[43] As a result of this effort, the Rainier racial restrictive covenant was successfully blocked.

The CFRE was also active during the 1940s and 1950s in working to desegregate cemeteries. In response to the refusal to bury the two Japanese Americans in 1948, Madeleine Morehouse Brake, the chairman of the CFRE, sent a letter to the Civic Unity Committee (CUC), a multiracial organization formed in 1944 to combat fears of racial violence in Seattle, requesting support for their campaign to “banish this undemocratic custom” of discrimination.[44] After bringing this issue to the attention of other civil rights organizations, the CFRE also joined with the Puget Sound Association of Congregational Christian Ministers, an organization that went on record that year for “denouncing the discriminatory practices of certain Seattle cemeteries, in enforcing Restrictive Covenants and practicing segregation based on color or racial group.”[45] It is not clear whether these actions changed cemetery policies.

A more successful campaign against racial restrictive covenants in Seattle centered in the Capitol Hill neighborhood in 1948, the year most of the Capitol Hill covenants were up for renewal. The Capitol Hill Community Club petitioned for area residents to extend their covenants in order to ensure the continued “protection” of the neighborhood. Furthermore, the Community Club hoped for a possible addition of residential blocks covered by restrictive covenants. In order to extend the covenants, new property titles needed to be notarized and filed with the city. The Community Club was asking for donations amounting to $3,000 from community members in order to cover this cost.[46]

In response to this move on the part of the Community Club, the Civic Unity Committee (CUC), in alliance with the CFRE and NAACP, attempted to convince area residents not to extend their covenants. [47] As part of this campaign, CUC published an informational booklet that answered questions on the scope and definition of racial restrictive covenants.[48] This booklet maintained that having a non-White neighbor was not detrimental to either the quality of the neighborhood or to the real estate value of homes: "White people are apt to associate ill kept and unsightly neighborhoods with Negroes," with the result that when a black family moves nearby, "white people may offer their property for sale at less than it is worth and move out with almost panic speed."[49] The CUC was compelled to mention this fact in their informational booklet because real estate devaluation was one of the most widely cited reasons for upholding racial segregation in Seattle. This publication was thus an attempt to educate Whites about the faulty logic behind certain prejudices, in order to persuade them to change their mind about the necessity for racial restrictive covenants.

Along with the pamphlet, the CUC sent letters to area residents, urging them not to sign the petition to renew the covenants. One Capitol Hill
resident, a jewelry dealer named Harry Druxman, thoughtfully responded by stating that he could not "be party to deprive any one of their rights," and as such had already declined to sign the petition prior to receiving the letter from the CUC [50]. Harry Druxman's response illustrates that some Whites by 1948 opposed racial segregation in Seattle. CUC’s letter campaign was a success, as not one of the Capitol Hill covenants was extended in 1948. The fact that the U.S. Supreme Court ruled that summer that covenants would no longer have the force of law probably helped the CUC campaign.

Also joining the campaign against covenants in 1948 was The New World, a weekly Seattle-based Communist newspaper, which ran a series of articles exposing the effects of restrictive covenants. The first article, by editor Terry Pettus, plainly states that "citizens of Negro and Oriental ancestry, and (in some cases) Jews are prevented from buying or renting the homes of their choice," due to restrictive covenants. [51] No similar articles have yet been found in any of Seattle’s major newspapers. This newspaper, therefore, provided readers with information that had not been widely circulated.

As with publications distributed by the CFRE and the CUC, articles in The New World attempted to explain why minority populations remained so heavily concentrated in the city center and essentially acted as a primer explaining the “blight” of Seattle. In one such article, Pettus encouraged White readers to identify with minorities by describing the universally difficult experience of finding suitable housing. In the article, he maintains: "[O]ur fellow citizens are subjected to an additional ‘handicap’—their color or religion." [52] Not only was this statement an attempt to appeal to readers’ consciences and inspire them into identifying with people of different skin colors or religions, it was also an effort to convey the difficulties racial minorities encountered due to restrictive covenants that had prevented them from finding adequate housing. Pettus states that covenants had "spread like a plague in Seattle" and that "these restrictive covenants account for Seattle’s notorious ‘Ghetto.’" [53]

The New World attributed much of the factual information on covenants to the research accomplished by University of Washington student Katharine Pankey. For an Anthropology assignment, Pankey cataloged “eighty-five covenants for twenty different districts,” especially those covering the Capitol Hill neighborhood. She concluded by stating, “even though a non-White person surmounts the formidable barriers of economic inequalities, he still is not permitted to live where he might on the basis of his choice and the availability of homes.” [54] This statement, and Pankey’s work in general, provided a candid portrayal of the experiences of non-Whites in an era when most Whites were still blissfully ignorant of the profound effects of racial restrictions.

Shelley v. Kraemer Decision

Efforts to block new restrictive covenants continued even after the Supreme Court ruled them unenforceable in the 1948 Shelley v. Kraemer case. The CFRE wanted “to believe that with the [1948] court decision such monstrosities [would] automatically die.” [55] In reality, little changed. Realtors and white homeowners continued to refuse to sell to minorities while land owners filed new covenants. Nonetheless, the 1948 decision provided legal legitimacy to the campaign against the use of racial restrictive covenants.

In one early example, the Seattle City Council refused to accept a plat map for Windermere because it had a racial restrictive covenant. P. Allen Rickles of the CFRE sent a letter to the City Council in 1949, commending the Council for their action. According to Rickles, this “was the first time that this courageous position taken by the Seattle City Council on the subject of restrictive covenants was made public. It was especially commendable since it happened long before restrictive covenants were outlawed by our Supreme Court, and at a time when they enjoyed a certain popular approval.” [56]

However, the City Council may have later waffled on their refusal to accept plat maps, as four years later the president of the Civic Unity Committee, John H. Heitzman, recommended to the City Council “that the city of Seattle establish a policy that no new plat of city property will be approved if it contains racial restrictive covenants.” [57] While M. B. Mitchell from the City Council replied that “it has long been the policy of the City Council that no new plats of city property be approved if they contain such restrictions,” [58] it is doubtful that the CUC would have sent this letter if issues involving covenants had not persisted. After all,
this was the same year that Richard Ornstein was bullied out of moving to the Sand Point Country Club area on the grounds of a racial restrictive covenant. Clearly, changes in municipal and legislative policy had not yet solidified.

1960s Open Housing Campaign

The campaign against racial restrictive covenants won several modest victories but did little to change overall housing patterns until the 1959 to 1968 fight for Open Housing in Seattle. Even though Shelley v. Kraemer prevented the enforcement of covenants, many White Seattleites still believed that the covenants were an acceptable form of social practice in the exchange and sale of housing. Well into the 1960s it was very difficult for African Americans or Asian Americans to find housing outside of the Central District, International District, Rainier Valley, or Beacon Hill.

In 1964, the Congress for Racial Equality (CORE) tested the discriminatory practices of Seattle’s housing industry by separately sending Black and White individuals of the same socio-economic standing to view the same apartment. Joan Singler, co-founder of Seattle CORE, said that she “could not remember a test for rental units where a black person went to apply for a rental unit and was actually given the rental unit. Almost 99% of the time the White person was offered the unit.”[59]

While CORE was working to change social discrimination practices, in 1962 the Mayor’s Citizen Advisory Committee on Minority Housing advised the Mayor and City Council to create an ordinance for fair housing. This advice was initially ignored until March 10, 1964, when a fair housing ordinance was put to a vote. That day, an ordinance proposing to prohibit discrimination in the sale, lease, or rental of housing based on race was voted down from 115,627 to 54,448.[60] White Seattle was still not ready to desegregate. It was not until April of 1968 that an “open housing ordinance was passed unanimously by the City Council, with an emergency clause making it effective immediately.”[61]

The road to “open housing” was a lengthy and arduous one. Arguments in support of racial restrictive covenants and segregation were premised on a faulty logic veiled with hypocrisy and difficult to change through any appeal to reason. Seattle realtors opposed open housing not only on the grounds that housing integration would cause real estate devaluation, but also by insinuating that open housing would force White people to relinquish both liberty and equal rights. Realtors printed and distributed flyers with banners proclaiming “Personal Freedom” and “Your Rights Are at Stake” as if open housing would frustrate rights rather than foster them. [62] This approach was highly effective in swaying the general public. For example, a White Seattleite named Caroline Root sent a letter to the City Council in 1961, emphatically asking: “Why should 27,000 Negroes in this city tell 600,000 people how they may live, rent and sell?”[63]

The realtors’ charge that an open housing law would limit fundamental freedoms and property rights was tragically hypocritical. A few years before, many of these same realtors had helped to write and defend restrictive covenants that expressly limited property rights, restricting owners’ freedom to sell to whomever they chose. Now the segregationists embraced the concept of freedom in a desperate attempt to maintain the system that was in place. Despite the faulty logic, the opposition was quite successful in convincing voters to reject the open housing law in 1964. Four year later, in 1968, the U.S. Congress finally passed the Fair Housing Act banning all forms of housing discrimination and bringing the campaign against racial restrictive covenants to a successful close.

Conclusion

Racial restrictive covenants have had a profound and lingering impact on the Seattle area, reflected even today in the distribution of minorities through the city and its suburbs. A look at the demographic maps from 2000 on the Seattle Civil Rights and Labor History Project website, demonstrates that the majority of African Americans continue to live below the ship canal, primarily in the Central District and sprawling southward through Rainer Valley and into the southern suburbs. Asian Americans are more widely distributed, but are also more heavily concentrated in Central and South Seattle rather than in the North, which remains, along with Queen Anne, Magnolia, and West Seattle, largely White.[64]
As this paper has illustrated, there is a long history behind these race-based housing patterns. From the 1920s to the 1960s, racial restrictive covenants prevented non-Whites from moving out of the "ghetto" and into neighborhoods where today they are still underrepresented. The history of racial restrictive covenants and racial segregation, while generally forgotten, is an immensely important aspect of Seattle’s past. It has left its mark on all Seattle neighborhoods and has shaped the demographics of Seattle’s residential neighborhoods.

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[2] Ibid.


[10] Ibid.


Realtors advertised housing developments to Nisei, even though they were restricted from purchasing housing in those developments.

With the help of the Seattle Urban League, one residential community sought to prevent an elderly Black woman from purchasing a home, all in the name of democracy.
12/21/2016


Ibid.

Letter from Dorothy McClaine to Frank Bayley Sr., 29 April 1946, CUC Collection, Box 11, Folder 19.


Letter From: Madeleine Morehouse Brake To: Irene Miller, CUC Collection, 21 August 1948, Box 17, Folder 19.


Letter written by Martha B. Cook of the Capitol Hill Community Club, CUC Collection, 7 January 1948


Pankey, "Restrictive Covenants in Seattle: A Case Study in Race Relations."

Ibid.

Letter from to the Civic Unity Committee from Harry Druxman, CUC Collection, 1 May 1948.


Ibid.

Ibid.

Pankey, "Restrictive Covenants in Seattle: A Case Study in Race relations."


Ibid.

Interview, 6 October 2006, by Trevor Griffey and James Gregory and Trevor Griffey. Seattle Civil Rights and Labor History Project.


