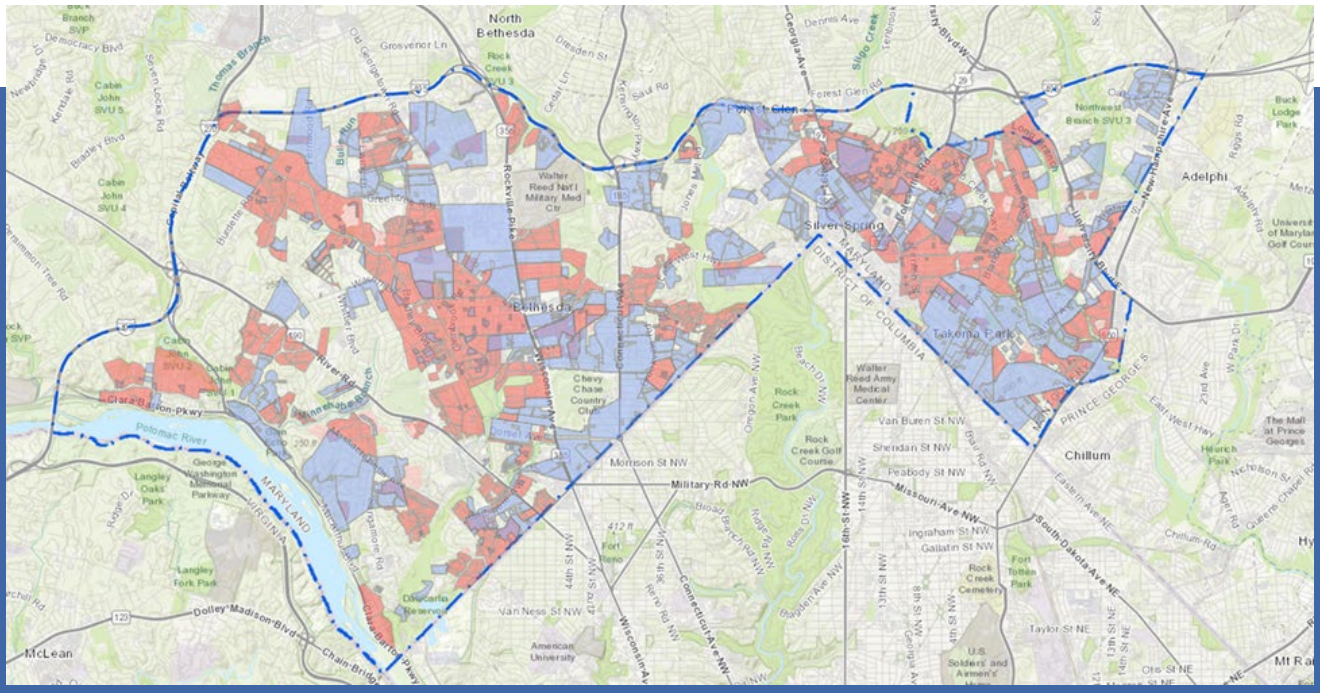
Montgomery Planning

ATTACHMENT A

WORKING DRAFT OF THE MAPPING SEGREGATION REPORT: RACIAL RESTRICTIVE COVENANTS, BLACK HOMEOWNERSHIP, AND HOLC LOANS IN THE DOWNCOUNTY PLANNING AREA



Description:
The working draft of the report documents the history and effects of discriminatory housing practices in Montgomery County, Maryland. The project is a collaboration of the Historic Preservation Office and Geographic Information System team to build a mapping tool that shows patterns of segregation in the Downcounty Planning Area.

Date:
December 1, 2022

Table of Contents

Introduction

Discrimination targeting racial and ethnic minorities by private citizens and the government was widespread and pervasive at nearly all levels of society in the United States until well into the twentieth century. Various forms of legal prejudicial housing practices existed in the United States prior to signing of the Fair Housing Act (1968) that prohibited discrimination concerning the sale, rental, and financing of housing based on race, religion, national origin, sex, and, as amended, handicap and family status. Institutional racism contributed to the disproportionately and persistently low rates of homeownership and accumulation of housing wealth among Black Americans. In Montgomery County, the private and public sectors channeled racial population growth and influenced the spatial development of the county. These racial population shifts occurred due to the specific actions of land developers, property owners, real estate boards, and the government who used or supported de jure and de facto segregation to limit opportunities for Black Americans and control the development of entire communities.

Beginning in 2021, Montgomery Planning's Historic Preservation Office assisted by the Geographic Information Systems (GIS) Team built a mapping tool that illustrates historical patterns of segregation in the Downcounty Planning Area to advance the county's commitment to racial equity.[1] The scope of our inquiry started with an examination of similar projects nationwide and a literature review of discriminatory housing practices.[2] Our initial three areas of investigation included redlining, mortgages refinanced by the Home Owners' Loan Corporation (HOLC), and racial restrictive covenants. The research team also expanded the focus in part to capture single-family housing restrictive covenants that appeared within the deed records. As research progressed, the project focused on the use of racial restrictive covenants due to its importance to the built environment paired with the availability and amount of data that could be analyzed and interpreted. A working draft of the GIS map with accompanying data tables is available at this link: Mapping Segregation Project. A complete list of deliverables is in included in the report appendix.

The research illustrated the wide-spread use of racial restrictive covenants throughout the Downcounty Planning Area. Racial restrictive covenants are but one of many tools that developers, realtors, and homeowners used to prevent the expansion of Black homeownership. Covenants, racial steering, lack of financing options, threats of violence, all reflected the power of de facto and de jure segregation at limiting housing opportunities for prospective Black residents in the suburbs. These discriminatory housing practices created a barrier around suburban property outside of the nation's capital. As discussed later in this report, the team centered its research on racial restrictive covenants as there are no HOLC "redlining" maps in existence for Washington, D.C. or its environs. This is a limiting factor shared by most jurisdictions as only 200 or so cities were mapped by the HOLC. With no existing

[1] The Downcounty Planning Area incorporates the majority of land located within Interstate 495 (Capital Beltway). Communities excluded from the Downcounty Planning Area include North Hills Sligo Park and Indian Spring Terrace.

[2] Several communities have undertaken efforts to document historical discriminatory practices. Mapping Segregation DC and Segregated Seattle are the most thorough and applicable to Montgomery County's current efforts. Restricted covenants factor prominently in both projects, and both also include related historical information.

historical map of racially prejudicial lending and land development practices, the project team endeavored to create its own mapping tool, using the language of racial restrictive deed covenants as the data basis for the project. As this report and the accompanying maps illustrate, racial discrimination was pervasive across Montgomery County, across neighborhoods and municipalities, east to west across the planning area. Individual stories illustrating this history and its impact on families and individual communities, culminating in a case study of the Black community of Takoma Park, are included in the narrative.

Finally, there are the critical population shifts in Montgomery County that must be considered when examining prejudiced housing policies in the twentieth century. For the first 20 years after the Civil War, the Black population remained relatively stable and accounted for approximately 36% of the county's population. Montgomery County had 7,434 and 9,685 Black residents in 1870 and 1890, respectively. From 1890 to 1960, the Black population stagnated and at times decreased while the white population grew exponentially. Between 1890 and 1960, the white population increased from 17,500 to 327,736 (+1,773 %). In comparison, the Black population increased from 9,685 to 11,527 (+19 %) (Figure 1). The analysis suggests that racial steering of the Black population through privately enacted restricted covenants coupled with the culture of discrimination and hostility towards Black residents could have artificially constrained population growth that would have occurred naturally during the population booms following the Second World War. The efforts by the NAACP and local activists to open the suburbs to people of color is also detailed in the report.

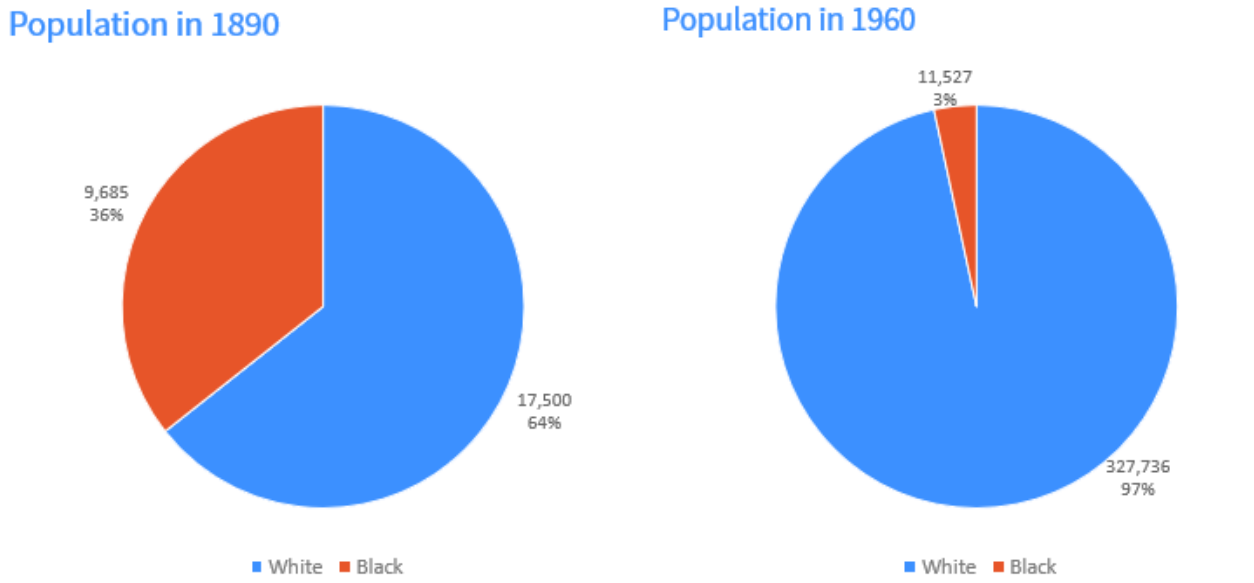
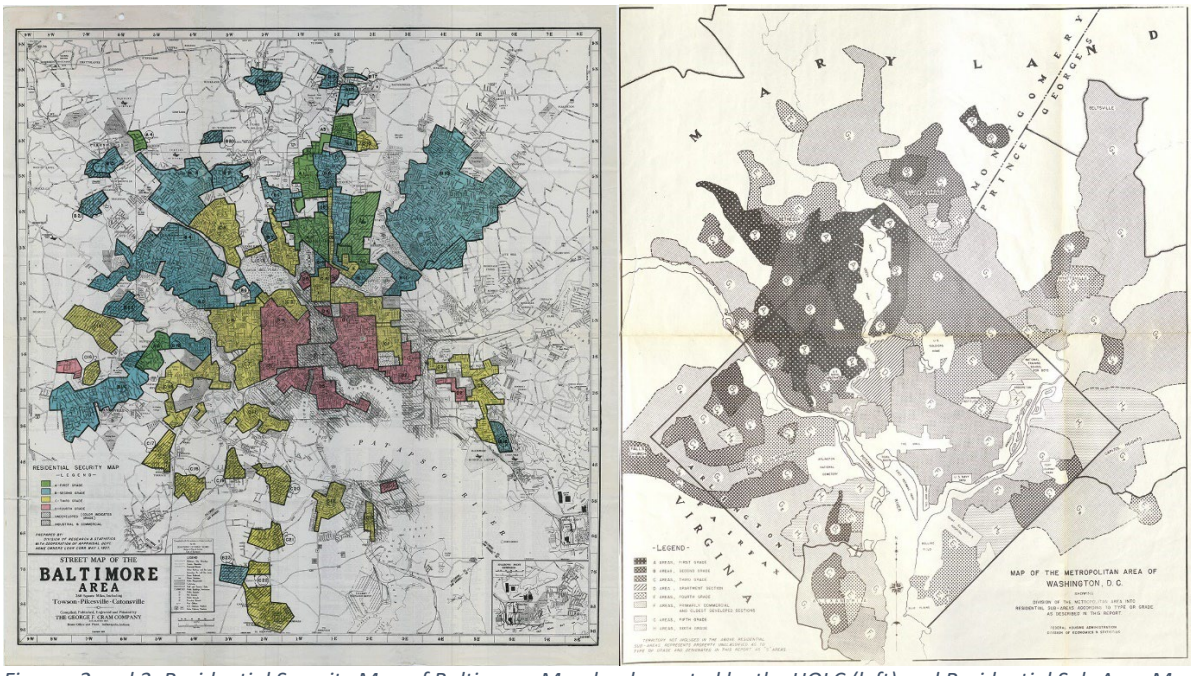


Figure 1: Black and white populations in Montgomery County in 1890 and 1960.
Source: United States Federal Census.

Redlining, the Home Owners' Loan Corporation, the Federal Housing Administration, and Private Lending

The general public has a heightened awareness of "redlining," but the term has often become a catchall for various types of race-based housing discrimination. Redlining refers to mortgage lending decisions based on the location and physical characteristics of a property and its owners (class, race, and ethnicity). The term originated from mapmakers who shaded or outlined certain communities red to indicate areas of higher risk where loans should be limited or denied. Almost all Black communities were noted as high risk for investments across the United States. The Home Owners' Loan Corporation (HOLC) Residential Security Maps (Figure 2) that color-coded 239 American cities offer the best illustration of discriminatory assessments made in the mid-twentieth century. Over the last several years, however, historians have adeptly questioned the influence of the HOLC-specific maps on nationwide, private lending practices and subsequent development patterns. These lending assessments predated the HOLC and were proliferated by the Federal Housing Administration (FHA). The FHA created their own set of maps (Figure 3) and had a critical role in the housing market as the agency decided whether to insure mortgages in certain locations and adhered to discriminatory practices. There is no academic consensus about which agency bears the greatest responsibility for promulgating the redlining or racially-centered maps that drove real estate lending and building practices, but both agencies legitimized the practice at the federal level to the detriment of people of color.



Figures 2 and 3: Residential Security Map of Baltimore, Maryland, created by the HOLC (left) and Residential Sub-Area Map of Washington, D.C. created by the FHA (right).
Source: Home Owners' Loan Corporation, Division of Research and Statistics, "Residential Security Map of Baltimore, Md.," (1937), John Hopkins University; Federal Housing Administration, Division of Economics & Statistics, "Map of Metropolitan Area of Washington, D.C.," (1937), http://www.mappingsegregationdc.org (accessed November 21, 2022).

Home Owners' Loan Corporation

During the New Deal, President Franklin Roosevelt and Congress passed the Home Owners' Loan Act (1933) and then the National Housing Act (1934) to forestall the complete collapse of the real estate lending market for rental and owner-occupied properties at the onset of the Great Depression. The first law established the Home Owner's Loan Corporation (HOLC)—an agency with a mission spanning two discrete phases. During the first phase, the organization focused on acquiring distressed residential mortgages from lenders and refinancing them with easier terms to free capital for reinvestment. The government acquired existing mortgages as lenders turned over their holdings for government bonds as this guaranteed a return on their investment. The agency (which stopped receiving new applications in June 1935) held mortgages on one out of every ten nonfarm, owner-occupied dwellings and nearly 20% of the nation's home mortgage debt.[3] Recent scholarship demonstrates that the agency often provided loans to racial and ethnic groups proportional to their levels of homeownership. Race, however, clearly played a role as the agency identified the racial makeup of applicant's neighborhoods and constrained opportunities within the existing pattern of segregation. Furthermore, the recapitalization of lenders further benefited white creditors who held most mortgages on Black-owned homes.[4]

The HOLC managed, sold, and eventually liquidated its real estate holdings (which it acquired through defaults) in its second phase (1935-1951). It was during this time that the agency created its notorious redlining maps (Figure 2). The Mortgagee Rehabilitation Division of the HOLC surveyed over 200 cities and identified nonwhite and other neighborhoods as having poor investment potential. Although the HOLC maps reveal strikingly racist language and criteria used to classify neighborhoods, they were less instrumental in *creating* patterns of residential segregation. This is because the HOLC had *already* made 90% of its loans prior to the creation of their maps. Additionally, evidence suggests the agency did not broadly share their maps with other government agencies such as the Federal Housing Administration or private institutions. The HOLC created the maps as an internal tool to understand the risks of the agency's mortgage portfolio and guide the resale of defaulted properties. Thus, rather than creating housing segregation, the HOLC program appears to have further entrenched existing patterns of housing discrimination by keeping people in their already-segregated neighborhoods and by stabilizing the mostly white banking and finance industry.[5]

Home Owners' Loan Corporation and Montgomery County

In "New Evidence of Redlining by Federal Housing Programs in the 1930s," (2020) Price Fishback et. al. reviewed every loan made by the HOLC between 1933 and 1936 in three municipalities (Baltimore, MD; Peoria, IL; and Greensboro, NC). The evidence showed that the HOLC refinanced loans in neighborhoods throughout each city and that the share of loans made by the HOLC to Black Americans was closely

[3] Charles Courtemanche and Kenneth Snowden, "Repairing a Mortgage Crisis: HOLC Lending and its Impact on Local Housing Markets," *The Journal of Economic History* 71, no. 2 (June 2011): 307-337; Charles Courtemanche and Kenneth A. Snowden, "Repairing a Mortgage Crisis: HOLC Lending and its Impact on Local Housing Markets," *National Bureau of Economic Research* (July 2010), 2-5.

[4] For more information see Todd M. Michney and LaDale Winling, "New Perspectives on New Deal Housing Policy: Explicating and Mapping HOLC Loans to African Americans," *Journal of Urban History* 46, no. 1 (2020), 150-180, http://www.sagepub.com.

[5] Ibid.

proportional to the share of homeowners who were Black.[6] Our project team moved forward with a similar review of Montgomery County land records to determine the number of HOLC loans made to Black residents. These data sets had not previously been researched or compiled for Montgomery County. The project's research suggests that the HOLC provided loans to Black residents of Montgomery County at a lower rate (1.7%) proportional to their share of homeownership (4.8%).

The *Fifth Annual Report of the Federal Home Loan Bank Board* (1937) noted that the Home Owners' Loan Corporation received 811 applications for properties in Montgomery County by June 1936. Three hundred and eighty-seven loans were rejected or withdrawn and 424 loans were completed. The loans equaled $2,569,596. This accounted for 4.8% of the approximate 8,856 nonfarm homes in the County (Figure 4).[7]

County	# of Applications Received	Applications withdrawn or rejected		Loans closed		Owned Nonfarm Homes	
		#	%	#	$	#	% Mortgages to the HOLC
Anne Arundel	1,361	638	46.9	723	1,892,096	5,154	14
Baltimore	3,303	1,220	36.9	2,083	7,213,937	14,655	14.2
Baltimore City	17,888	7,528	42.1	10,360	27,432,396	97,465	10.6
Howard	136	67	49.3	69	194,039	1,083	6.4
Montgomery	811	387	47.7	424	2,569,596	6,268	6.8
Prince George's	994	438	44.1	556	1,666,139	6,980	8
Queen Anne	75	60	80	15	27,957	1,090	1.4

Figure 4: Percent analysis of refinancing operations completed and percent of owned non-farm homes mortgaged to the HOLC by counties as of June 12, 1936. The project team selected counties within close proximity to Montgomery County.
Source: Federal Home Loan Bank Board, Fifth Annual Report of the Federal Home Loan Bank Board, For the Period July 1, 1936 through June 30, 1937 (Washington, D.C.: Government Printing Office, 1938), 183.

Montgomery County land records index noted 409 loans from the HOLC to property owners before June 1936. There were 18 loans in 1933, 270 loans in 1934, 92 loans in 1935, and 29 loans in 1936. The project team cross-referenced the name of each property owner (and their partner if listed in the mortgage) with United States Federal Census records, military records, and other similar databases to determine the individual's race. We concluded that 400 white and 7 Black residents financed their

[6] Price Fishback, Jonathan Rose, Ken Snowden, and Thomas Storrs, "New Evidence on Redlining by Federal Housing Programs in the 1930s," Federal Reserve Bank of Chicago, Working Paper 2022-01, January 3, 2022, https://www.chicagofed.org (accessed October 27, 2022).

[7] The authors of the *Fifth Annual Report of the Federal Home Loan Bank Board (1937)* used the number of nonfarm houses enumerated in the 1930 United States Federal Census (which equaled 6,268 homes) to determine the agency completed 6.8% of the loans in the County. However, the County experienced substantial growth in the 1930s. The 1940 United States Federal Census noted at least 10,927 nonfarm houses. Staff approximated that there would have been 8,856 nonfarm houses in 1937. Therefore, this dropped the percent of mortgages closed by the HOLC to approximately 4.8%. Federal Home Loan Bank Board, *Fifth Annual Report of the Federal Home Loan Bank Board, For the Period July 1, 1936 through June 30, 1937* (Washington, D.C.: Government Printing Office, 1938), 183.

mortgages with the HOLC. Two of the property owner's race could not be determined.[8] Black residents comprised 1.7% of the identified closed mortgages (Figure 5).

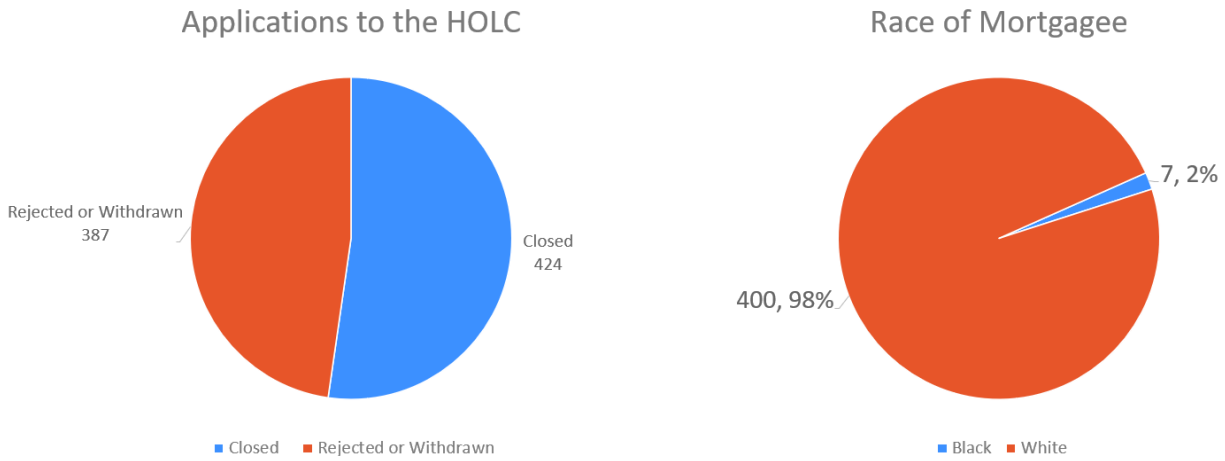


Figure 5: Number of applications sent to the HOLC office by Montgomery County residents (left) and the breakdown on closed loans by race (right). Note that the project team found only 409 closed loans in the land records while the HOLC reported 424 closed loans in the County.

In 1940, Montgomery County had a population of 83,912 residents. The Black population of 8,889 persons accounted for 11% of Montgomery County. Black families resided in 1,118 of the 18,613 nonfarm (including Takoma Park) units that were owned or rented. In addition, Black owners resided in approximately 568 out of the 11,923 owner-occupied units and accounted for 4.8% of the total owner-occupied dwellings in the County (excluding rural farms).[9]

Five of the seven black homeowners who received loans from the HOLC lived in Rockville, Maryland. Three of the five resided in the historically Black community of Lincoln Park (Figure 6). In total, the HOLC loaned Black residents $13,375.96. The mortgages ranged from $382 to $3,666 with an average of $1,910.85 and 5% interest rate. The average loan amount was $6,060.36 for all HOLC loans in the County. Staff did not examine whether any of the HOLC's foreclosed properties in Montgomery County were sold to Black residents.

[8] There were two individuals whose race could not be determined with archival records. This included: 1) Arthur C. Johnson; and 2) Victor H. Gittins and Emma Gittins.

[9] United States Department of Commerce, *Sixteenth Census of the United States: 1940 Housing, Vol. II, General Characteristics, Part III: Iowa to Montana* (Washington, D.C.: Government Printing Office, 1943), 469.

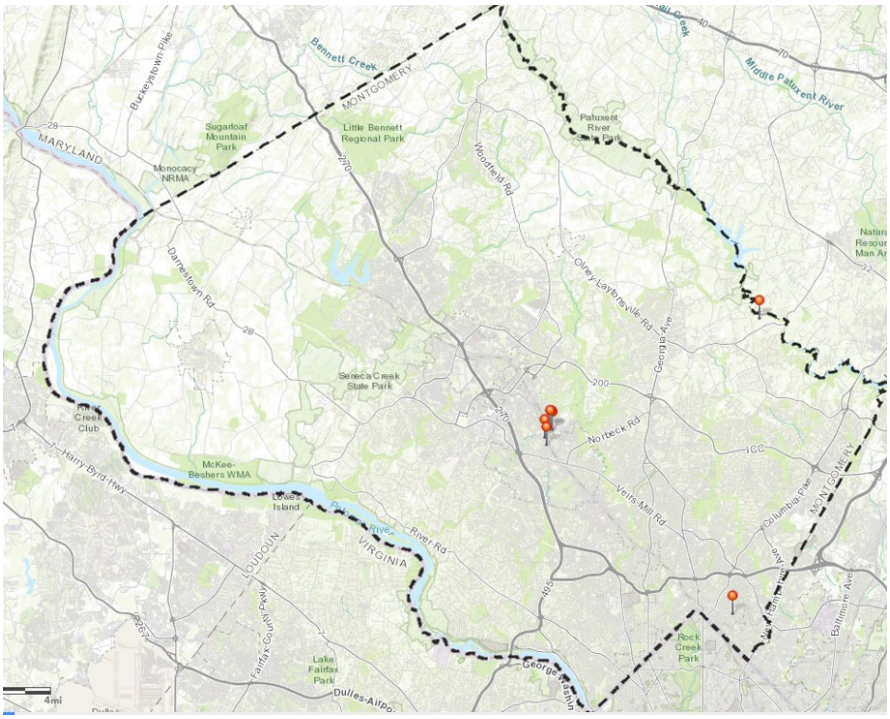


Figure 6: Map of refinanced loans from the HOLC to Black residents of Montgomery County. Five of the seven residents lived in Rockville primarily near the Lincoln Park community. The red pins represent a Black-owned household.

Mortgage Providers

In addition to reviewing the HOLC loan data, the project team documented additional mortgages associated with the Black-owned properties and their respective owners. Though statistically small due to the limited amount of time the team was able to devote to this particular topic, the information will be shared on our GIS tools to allow for historians and community members to further explore lending practices in Montgomery County. One example of the data illustrated the financial burden placed on Black homeowners who had limited access to FHA-insured mortgages. The few who received conventional mortgages paid higher interest rates. For example, the Hawkins family likely were one of the few Black households who received an FHA-insured mortgage. The terms from the Southern Maryland National Bank of La Plata included the typical 5% interest rate associated with FHA-financing. The Hawkins received a $5,600 loan and paid $36.96 monthly. Other families such the Parkers and Woods received less favorable terms. The Bank of Bethesda and Northwestern Savings and Loan Association closed loans with the families but charged a 6% interest rate. Higher interest rates lowered investment potential for Black homeowners.

Federal Housing Administration

President Roosevelt signed the National Housing Act, which established the Federal Housing Administration (FHA) in 1934. The FHA had two central policy goals: 1) create an economically sound, publicly-sponsored, system of mortgage insurance; and 2) revive the depressed residential construction industry that collapsed during the Great Depression. While the Home Owners' Loan Corporation (HOLC) lending program focused on refinancing, the FHA's provided insurance for loans for new home construction and home improvement (Figure 7).

Figure 7: Advertisement for FHA insured housing, 1937-1938.
Source: Harris & Ewing Photograph Collection, Library of Congress.

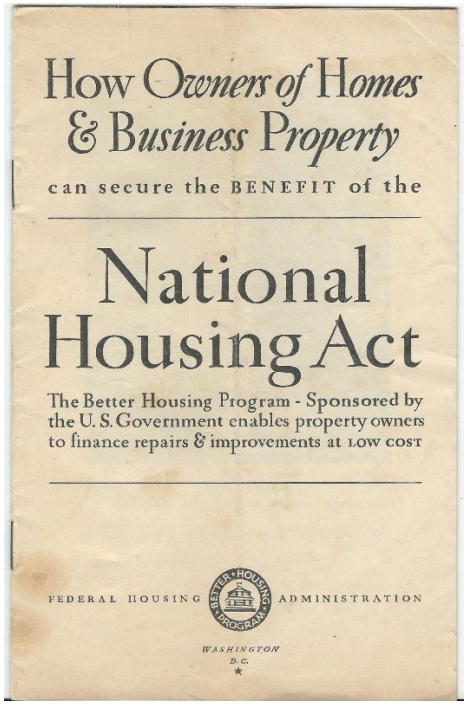
The FHA had a profound impact on the nationwide exacerbation of residential racial segregation as it overwhelmingly insured loans for new construction in mostly white suburban communities. The FHA developed a risk-rating system that influenced private lenders and produced widely disseminated instructions for appraising neighborhood risk through its *Underwriting Manual*. Lenders adopted FHA's guidelines to secure FHA insurance, which protected against potential loss and principally guaranteed resale of the loan on the secondary mortgage market. The FHA perceived neighborhood change, specifically racial transitions, as a cause for diminished property values.[10]

The *Underwriting Manual (1938)* stated the following (Figure 8):

> Areas surrounding a location are investigated to determine whether incompatible racial and social groups are present, for the purpose of making a prediction regarding the probability of the location being invaded by such groups. If a neighborhood is to retain stability, it is necessary that properties shall continue to be occupied by the same social and racial classes. A change in social or racial occupancy generally contributes to instability and a decline in values.[11]

The *Underwriting Manual* also advocated for including and enforcing deed restrictions (including racial restrictive covenants) at the time of sale as an effective way of preventing a house's—and eventually a neighborhood's—value from declining due to a change in its racial composition.[12] These discriminatory views were not new to the real estate industry, but had never been applied or endorsed by the federal government as no previous federal mortgage programs existed.

[10] Amy E. Hiller, "Redlining and the Homeowners' Loan Corporation," *Departmental Papers (City and Regional Planning)* (2003): 402-405; John Kimble, "Insuring Inequality: The Role of the Federal Housing Administration in the Urban Ghettoization of African Americans," *Law & Social Inquiry* 32, no. 2 (Spring 2007): 402-410.
[11] Federal Housing Administration, *Underwriting Manual: Underwriting and Valuation Procedure Under Title II of the National Housing Act* (Washington, D.C.: Government Printing Office, 1938), 936.
[12] Federal Housing Administration, *Underwriting Manual: Underwriting and Valuation Procedure Under Title II of the National Housing Act* (Washington, D.C.: Government Printing Office, 1938), 978-980.



developed neighborhood areas present conditions which are far different from that which is regarded as good housing practice. Little protection is offered to such a neighborhood because of the probability that new and more attractive competing neighborhoods may be developed. The solidly built up neighborhood where good housing has not been provided is readily subject to change in occupancy. Narrow streets, excessive lot coverage, inadequate light and air, and poor circulation within the neighborhood area, as well as the intermixture of types, price levels, and a general absence of architectural attractiveness in dwellings, represent adverse influences in themselves.

937. *Quality of Neighboring Development.* The quality of dwelling construction is significant, inasmuch as unsubstantial, flimsy construction is subject to rapid deterioration which hastens the lowering of class of occupancy. The same result may be expected for locations whose properties present freakish architectural designs. The rating will be adversely affected if the neighboring development consists of old, obsolete dwellings. The presence of overimprovement or underimprovement in the neighborhood constitutes a condition which may adversely affect location ratings. Areas surrounding a location are investigated to determine whether incompatible racial and social groups are present, for the purpose of making a prediction regarding the probability of the location being invaded by such groups. If a neighborhood is to retain stability, it is necessary that properties shall continue to be occupied by the same social and racial classes. A change in social or racial occupancy generally contributes to instability and a decline in values.

Figures 8 and 9: Booklet that outlines how property and business owners can take advantage of the National Housing Act (left) and excerpts of the FHA's Underwriting Manual (right) used and shared with private lenders to appraise houses.
Source: Federal Housing Administration, How Owners of Homes & Business Property can secure the Benefit of the National Housing Act, (Washington, D.C.: Government Printing Office, 1934), Google Books; Federal Housing Administration, Underwriting Manual: Underwriting and Valuation Procedure Under Title II of the National Housing Act (Washington, D.C.: Government Printing Office, 1938), 936.

The FHA, Private Lending Practices, and Montgomery County

The FHA conducted surveys and produced their own series of evaluation maps. Between 1937 and 1942, the agency created Housing Market Analyses for select cities including the District of Columbia. The Residential Sub-Areas map included sections of Montgomery County (Figure 10). The map identified a singular Black community in the Downcounty and graded the area "H." This grade stated:

> The property is residential areas with this designation represents the negro developments and the lowest grade of residential area in the Washington Metropolitan Area. These areas have been developed especially for negroes or have been left open for negroes to build for themselves. There is not control of any kind of existing in these areas and they represent the very worst of heterogenous developments. These areas definitely do not include sections originally intended for white occupancy and now occupied by negroes. They are strictly areas intended for or permitting negro usage. The only possible future for properties in these areas is that the present scattered structures may be razed and new planned subdivisions instituted in their place.[13]

[13] Federal Housing Administration, "Map of the Metropolitan Area of Washington, D.C. Showing Division of the Metropolitan Area into Residential Sub-Areas According to Type or Grade as Described in this Report," (1937), http://www.mappingsegregationdc.org (accessed October 27, 2022).

The subareas classification system included "Type S." The FHA applied this designation to the land outside of the established residential areas. The administration stated:

> It simply indicates that the area has not been subdivided or that it is so far from the center of the area that a classification is unwarranted. Furthermore, these sections are essentially rural and there is a very small amount of building activity. A few towns such as Rockville…fall into these areas. Building activity within these town limits is not great and is influenced by local need rather than any demand for housing in the metropolitan district.[14]

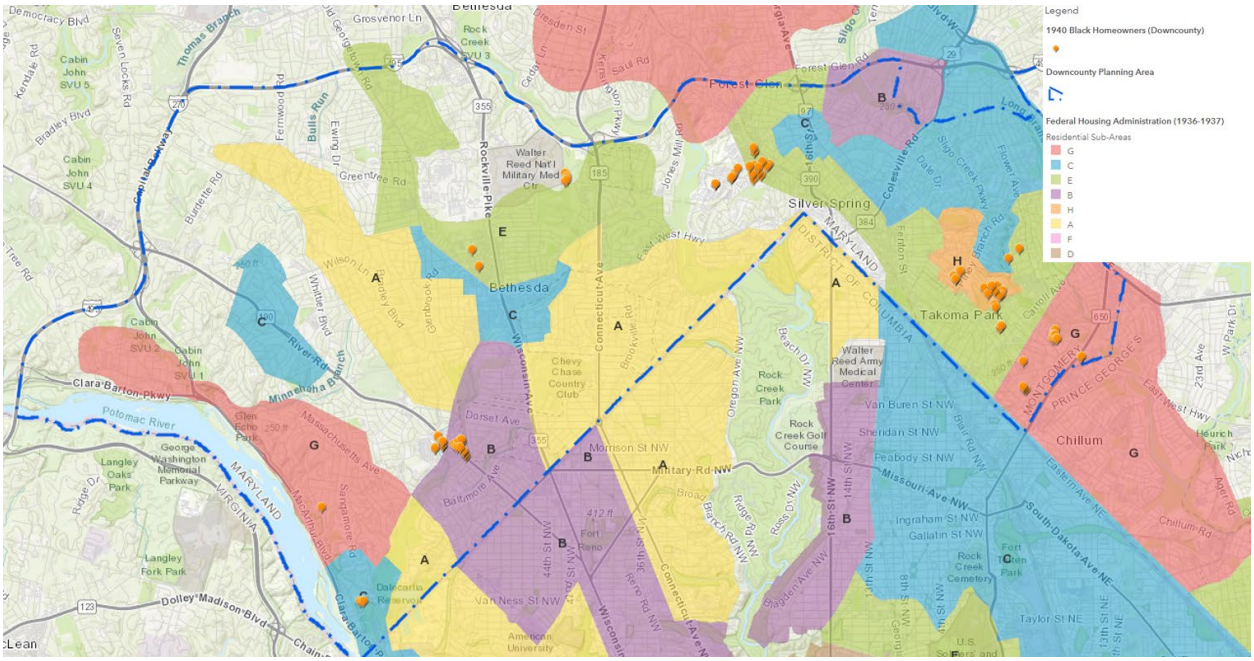


Figure 10: The FHA Residential Sub-Area Map shows limited sections of the Downcounty Planning Area. The mapmakers labeled a single Black community in Takoma Park as "H," but failed to note the location of other Black communities. The orange pins note the locations of Black homeowners in 1940.
Source: Federal Housing Administration, "Map of the Metropolitan Area of Washington, D.C. Showing Division of the Metropolitan Area into Residential Sub-Areas According to Type or Grade as Described in this Report," (1937), http://www.mappingsegregationdc.org (accessed October 27, 2022).

The FHA's Residential Sub-Area map included several omissions. Notably, the surveyors failed to classify or acknowledge the existence of two of the three major Black communities in the Downcounty Planning Area. Specifically, Lyttonsville and the River Road communities were listed as part of Sub-Area B and E, which implicitly excluded Black neighborhoods. The neighborhood classifications do not match the historical reality on the ground in these specific communities. This suggests that historians and planners should proceed with caution when using this map as the primary source when determining how the FHA-graded homes and where they would insure mortgages.

The project team did not research or analyze the FHA-insured mortgages in Montgomery County, but the practices of the agency had profound effects on the accumulation of wealth by Black Americans as

[14] Ibid.

recognized by historians. It is estimated that Black Americans received less that 2% of all federally insured loans issued between 1945 and 1959.[15] In addition, the interest rates on federally insured mortgages were lower often than those on conventional mortgages.[16] Therefore, the few black homeowners who could acquire properties in Montgomery County were at a disadvantage as the inaccessible but cheaper FHA loans allowed for the purchase of more expensive dwellings.

In 1948, the Supreme Court ruled in *Shelley v. Kraemer* that enforcement of racial restrictive covenants in state court violated the Equal Protection Clause of the Fourteenth Amendment. The FHA slowly amended their regulations to prohibit racial restrictive covenants in 1950. This action, however, led to few immediate changes to the lending practices of private loan agencies or within the administration. In 1953, Clarence Mitchell, Director of the Washington Bureau of the NAACP, stated the following regarding the inaction of the FHA and referenced Montgomery County in a congressional hearing:

> The FHA has a plan under which it says, "You cannot sign a restrictive covenant if you get FHA insurance." Well, that does not mean a thing. I refer to it in my written testimony as a bawdy joke, and I use the word "bawdy" because I think it is that. It is indecent. It is indecent for the Government to be a party to an operation where the lender and the builder get together, they decide that they are going to build a project which everybody knows that only white people will be allowed to live in. When we raise an objection [to discriminatory practices], the Federal Government says. "You need not object to this, we have a provision in here which says there can be no restrictive covenants." …What it amounts to is that the FHA collaborates with the local communities in policies of restriction which say, "certain areas shall be for white people, certain areas shall be for colored people," and if a builder tries to build in one of those areas which is for white people, he just does not get any help from FHA or anybody else…. We have owned land up there [Montgomery County] and other colored people have owned land. But that is the hardest place in the world to try to get any kind of FHA approval on housing construction, even though you own the land.[17]

In the 1960s, activists continued to direct complaints to practices of realtors and lending institutions in perpetuating segregation in the suburban areas surrounding Washington, D.C. Marjorie McKenzie Lawson, an attorney and Chair of the Housing Committee of the Washington Urban League, stated the following in a congressional hearing:

> There are 1,157,000 white people in suburban Maryland and Virginia, as compared with 75,000 nonwhites. Washington not only has a wall that divides it, east and west…but it also has a wall around it. And this wall exists not so much for the purpose of keeping the enemy without from entering it, it is there to keep the enemy within from escaping. These

[15] Elizabeth Kneebone, *Confronting Suburban Poverty in America* (Washington, D.C.: Brookings Institute Press, 2014), 8.
[16] Louis Hyman, *Debtor Nation: The History of America in Red Ink* (Princeton, NJ: Princeton University Press, 2011), 143-145.
[17] United States Senate, *Nomination of Albert M. Cole, Hearing Before the Committee on Banking and Currency* (Washington, D.C., Government Printing Office, 1953): 32.

> walls have been established, in large part, or maintained, by the lending institutions active in the area.[18]

Further analysis of the lending institutions and mortgages provided to Black residents of Montgomery County could be explored in additional phases of the project. Initial findings noted that several conventional mortgages to Black residents included an interest rate of 6%, higher than the maximum four-and-a-half to 5% interest rate allowed by the FHA between 1934 and 1956.[19] The project team documented mortgages closed by Black property owners and included them on the GIS map. Historians will be able to review and analyze the data to further explore the topic.

Racial Restrictive Covenants

Project Methodology

The project team focused their effort on the documentation of racial restrictive covenants, which were private contractual agreements that prohibited the sale, rent, lease, or occupation of property to particular ethnic and religious groups. Real estate developers, neighborhood associations, and individual or cohorts of property owners placed these covenants in deeds, declarations of covenants, or other binding legal agreements in the County's land records. These covenants barred primarily Black residents (as well as Jewish and Asian residents to a lesser extent) from new communities and constrained expansion of existing neighborhoods. A single developer could instantly limit access to dozens of dwellings in perpetuity to create racially homogenous white neighborhoods, which were considered desirable. These covenants legitimized the false belief that diversity led to economically depressed neighborhoods, established a baseline of racial exclusivity, and influenced the socio-economic growth of Montgomery County for the first 70 years of the twentieth century.

The project team considered multiple approaches to capture racial restrictive covenants. Staff reviewed the approaches taken by other jurisdictions and reviewed the potential for each approach based on the availability of the County's land records and number of staff dedicated to the project. The team first considered a parcel-by-parcel analysis, but found several issues with such an approach. Mainly, other jurisdictions who examined individual parcels had larger professional staffs or a team of volunteers to review the land records. Their projects also spanned many years or covered single municipalities such as the City of Charlottesville, VA. Even if our team used optical character recognition (or similar technologies) to convert the digitized land records into machine-readable text, a person would still need to attribute each record to a particular parcel and confirm the record. There was the potential for duplicate records if the covenant carried from deed to deed. Ultimately, we concluded this approach was too labor-intensive and would not support the project goals.

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[18] United States Commission on Civil Rights, *Hearing Before the United States Commission on Civil Rights—Housing Vol. 2* (Washington, D.C.: Government Printing Office, 1959), 323.

[19] The regulated interest rate on FHA-insured mortgages remained relatively stable throughout the 1930s and 1940s. The interest rate started at 5% in 1935 and was lowered to 4.5% in 1940 and 4.25% in 1950. John F. McDonald, *Postwar Urban America: Demography, Economics, and Social Policies* (New York: Routledge, 2015), 19.

As an alternative, we decided to take a selective sampling approach using the plat index as our starting point. The GIS-team previously had mapped all recorded plats in Montgomery County. In the Downcounty Planning Area, this included 2,013 plats recorded between 1873 and 1952. Typically, each plat included the name of the property owner (individual or company), which provided the team a name to search for in the deed index. Staff would review multiple properties in each subdivision sold by that person (or subsequent entities) to see if the land records included racial restrictive covenants. If the individual or developer who subdivided the property included a covenant, staff marked the entire subdivision as having racial restrictive covenants. Recorded plats where the property owner or developer regularly included covenants but didn't for a particular subdivision were recorded as "possible." While the team likely did not capture every racial restrictive covenant associated with a record plat, the mapping tool shows general trends throughout the Downcounty Planning Area. We stopped our analysis in 1952 as it allowed us to capture at least four years of data after *Shelley v. Kramaer* found the judicial enforcement of the covenants to be unconstitutional.

After review of all the record plats, the project team excluded 207 plats that were non-residential properties, roadway dedications, etc. and 43 plats that included subdivisions where the developer conveyed no properties prior to a resubdivision of the land. Staff found that properties associated with 728 of the 1,763 recorded plats (41.2%) included racial restrictive covenants. An additional 63 of those properties (3.5%) likely included racial restrictive covenants based on historical precedent (Figure 11). The GIS team mapped all plats based on these classifications and included relevant information such as the property owner, races or ethnic groups discriminated against, and where to find such covenants reference in the land records. These maps will assist the Planning Department, the general public, and historians in future planning studies and research efforts.

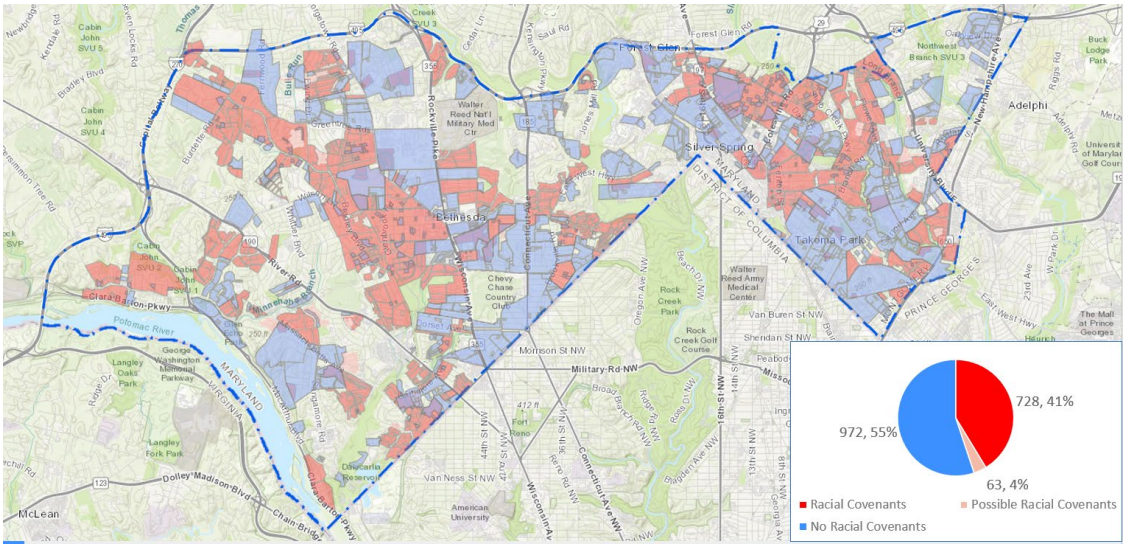
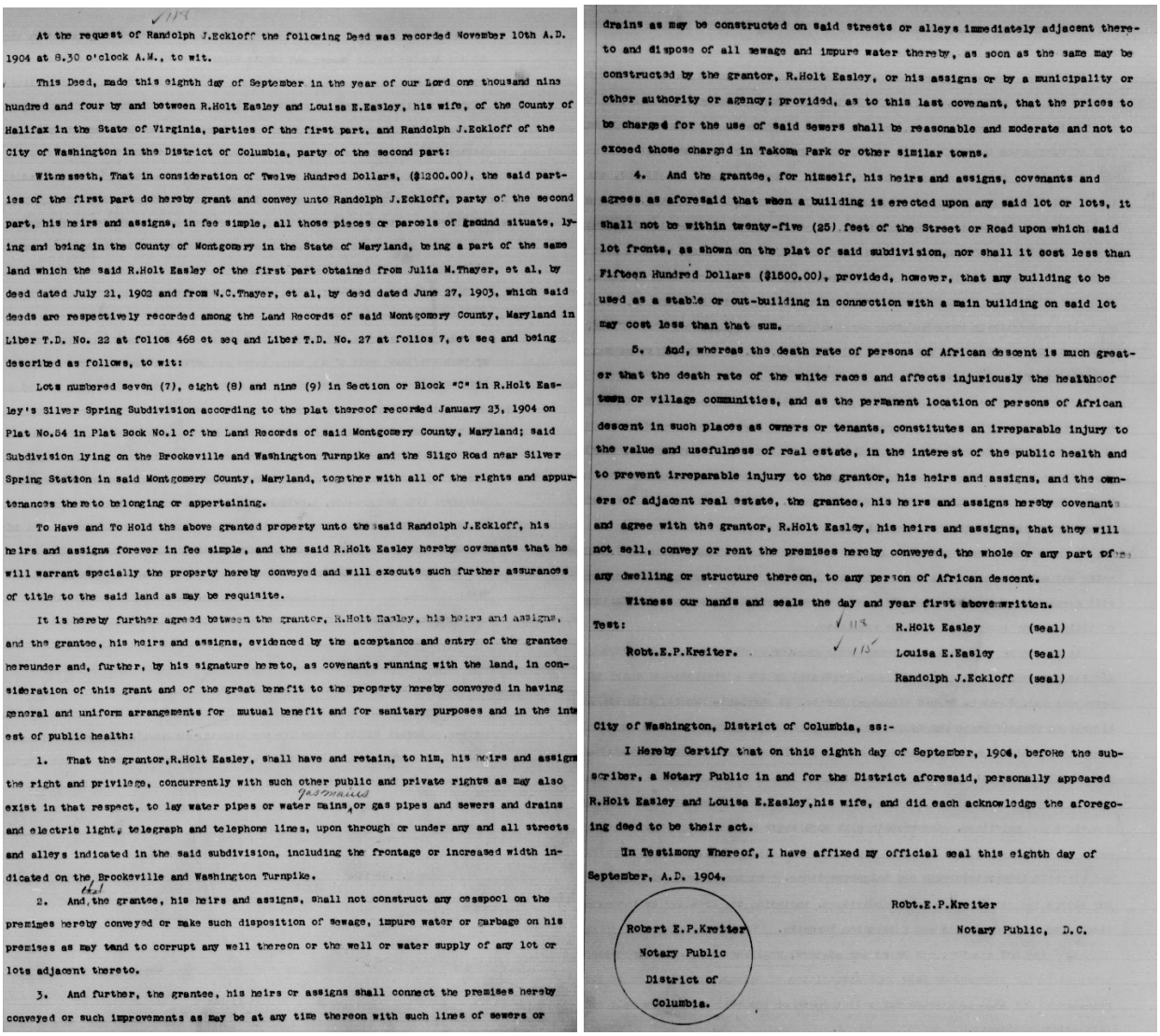


Figure 11: Racial covenants associated with plats recorded in the Downcounty Planning Area (1873-1952).

Early Racial Restrictive Covenants in Montgomery County: 1904-1919

In the early 1900s, transportation improvements including streetcar lines and improved roads to Montgomery County allowed real estate developers to target the white middle-class residents of

Washington, D.C., with the promise of affordable suburban living in a natural and healthy environment. These residents often were fearful of unrestrained industrial and commercial development, increasing population densities, and migrant Black population deemed racially inferior by popular culture, scientists, and politicians. In the burgeoning area of Silver Spring, Robert Holt Easley recorded the first known racial restrictive covenant in the Downcounty Planning Area (and likely in all of Montgomery County) in 1904 (Figure 12).



At the request of Randolph J.Eckloff the following Deed was recorded November 10th A.D. 1904 at 8.30 o'clock A.M., to wit.

This Deed, made this eighth day of September in the year of our Lord one thousand nine hundred and four by and between R.Holt Easley and Louisa E.Easley, his wife, of the County of Halifax in the State of Virginia, parties of the first part, and Randolph J.Eckloff of the City of Washington in the District of Columbia, party of the second part:

Witnesseth, That in consideration of Twelve Hundred Dollars, ($1200.00), the said parties of the first part do hereby grant and convey unto Randolph J.Eckloff, party of the second part, his heirs and assigns, in fee simple, all those pieces or parcels of ground situate, lying and being in the County of Montgomery in the State of Maryland, being a part of the same land which the said R.Holt Easley of the first part obtained from Julia M.Thayer, et al, by deed dated July 21, 1902 and from W.C.Thayer, et al, by deed dated June 27, 1903, which said deeds are respectively recorded among the Land Records of said Montgomery County, Maryland in Liber T.D. No. 22 at folios 468 et seq and Liber T.D. No. 27 at folios 7, et seq and being described as follows, to wit:

Lots numbered seven (7), eight (8) and nine (9) in Section or Block "C" in R.Holt Easley's Silver Spring Subdivision according to the plat thereof recorded January 23, 1904 on Plat No.54 in Plat Book No.1 of the Land Records of said Montgomery County, Maryland; said Subdivision lying on the Brookeville and Washington Turnpike and the Sligo Road near Silver Spring Station in said Montgomery County, Maryland, together with all of the rights and appurtenances thereto belonging or appertaining.

To Have and To Hold the above granted property unto the said Randolph J.Eckloff, his heirs and assigns forever in fee simple, and the said R.Holt Easley hereby covenants that he will warrant specially the property hereby conveyed and will execute such further assurances of title to the said land as may be requisite.

It is hereby further agreed between the grantor, R.Holt Easley, his heirs and assigns, and the grantee, his heirs and assigns, evidenced by the acceptance and entry of the grantee hereunder and, further, by his signature hereto, as covenants running with the land, in consideration of this grant and of the great benefit to the property hereby conveyed in having general and uniform arrangements for mutual benefit and for sanitary purposes and in the interest of public health:

1. That the grantor, R.Holt Easley, shall have and retain, to him, his heirs and assigns the right and privilege, concurrently with such other public and private rights as may also exist in that respect, to lay water pipes or water mains, or gas pipes and sewers and drains and electric light, telegraph and telephone lines, upon through or under any and all streets and alleys indicated in the said subdivision, including the frontage or increased width indicated on the Brookeville and Washington Turnpike.

2. And, the grantee, his heirs and assigns, shall not construct any cesspool on the premises hereby conveyed or make such disposition of sewage, impure water or garbage on his premises as may tend to corrupt any well thereon or the well or water supply of any lot or lots adjacent thereto.

3. And further, the grantee, his heirs or assigns shall connect the premises hereby conveyed or such improvements as may be at any time thereon with such lines of sewers or drains as may be constructed on said streets or alleys immediately adjacent thereto and dispose of all sewage and impure water thereby, as soon as the same may be constructed by the grantor, R.Holt Easley, or his assigns or by a municipality or other authority or agency; provided, as to this last covenant, that the prices to be charged for the use of said sewers shall be reasonable and moderate and not to exceed those charged in Takoma Park or other similar towns.

4. And the grantee, for himself, his heirs and assigns, covenants and agrees as aforesaid that when a building is erected upon any said lot or lots, it shall not be within twenty-five (25) feet of the Street or Road upon which said lot fronts, as shown on the plat of said subdivision, nor shall it cost less than Fifteen Hundred Dollars ($1500.00), provided, however, that any building to be used as a stable or out-building in connection with a main building on said lot may cost less than that sum.

5. And, whereas the death rate of persons of African descent is much greater that the death rate of the white races and affects injuriously the healthof town or village communities, and as the permanent location of persons of African descent in such places as owners or tenants, constitutes an irreparable injury to the value and usefulness of real estate, in the interest of the public health and to prevent irreparable injury to the grantor, his heirs and assigns, and the owners of adjacent real estate, the grantee, his heirs and assigns hereby covenant and agree with the grantor, R.Holt Easley, his heirs and assigns, that they will not sell, convey or rent the premises hereby conveyed, the whole or any part of the any dwelling or structure thereon, to any person of African descent.

Witness our hands and seals the day and year first above written.

Test: Robt.E.P.Kreiter.

R.Holt Easley (seal)
Louisa E.Easley (seal)
Randolph J.Eckloff (seal)

City of Washington, District of Columbia, ss:-

I Hereby Certify that on this eighth day of September, 1904, before the subscriber, a Notary Public in and for the District aforesaid, personally appeared R.Holt Easley and Louisa E.Easley, his wife, and did each acknowledge the aforegoing deed to be their act.

In Testimony Whereof, I have affixed my official seal this eighth day of September, A.D. 1904.

Robt.E.P.Kreiter
Notary Public, D.C.

Robert E.P.Kreiter
Notary Public
District of
Columbia.

Figure 12: Robert H. Easley sale of property at Silver Spring Park. The land conveyance included a racial restrictive covenant (#5). Source: Montgomery County Circuit Court, "R. Holt and Louisa Easley to Randolph J. Eckloff," September 8, 1904, Liber 180, Folio 125.

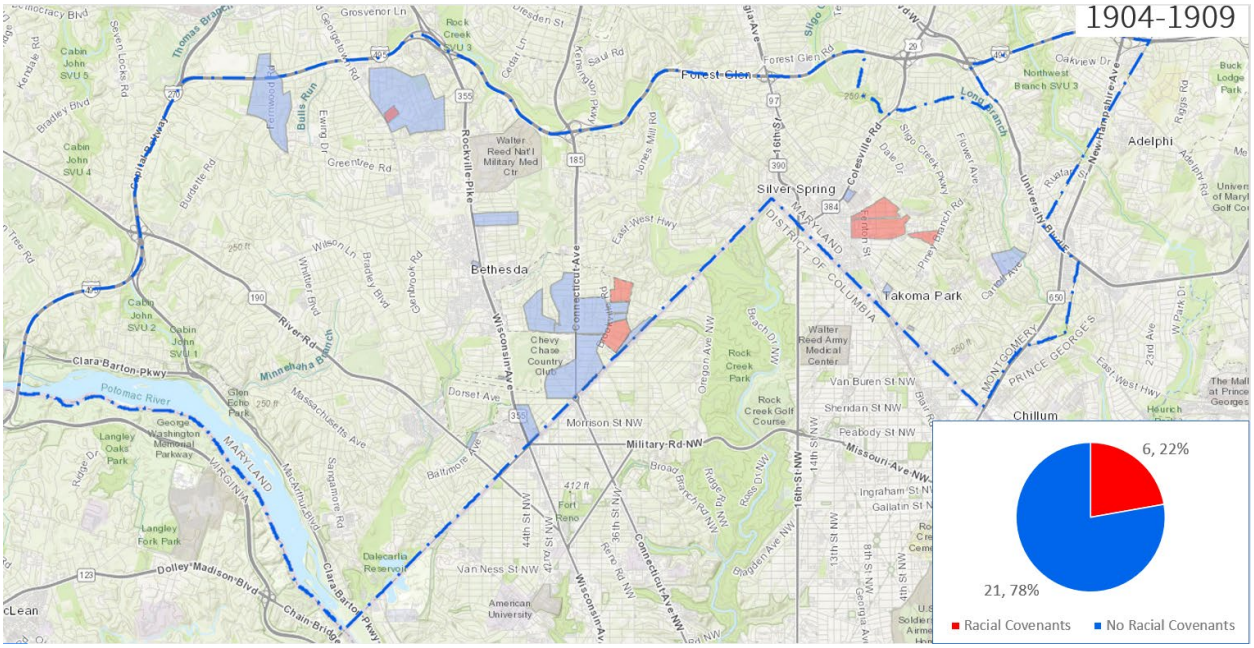
The racial restrictive covenant stated:

> And, whereas the death rate of persons of African descent is much greater than the death rate of the white race and affects injuriously the health of town or village communities, and as the permanent location of persons of African descent in such places as owners or

> tenants, constitute an irreparable injury to the value and usefulness of real estate, in the interest of the public health and to prevent irreparable injury to the grantor, his heirs and assigns, and the owners of adjacent real state, the grantee, his heirs and assigns hereby covenant and agree with the grantor, R. Holt Easley, his heirs and assigns, that they will not sell, convey or rent the premises hereby conveyed, the whole or any part of any dwelling or structure thereon, to any person of African descent.[20]

Easley who resided in Halifax County, Virginia, was an attorney, real estate speculator, and former President of the Virginia State Chamber of Commerce. Silver Spring Park advertisements offered "the man of moderate means" an escape from "the city's din and noise" and espoused the subdivision's high altitude, commanding views, old growth trees, pure air, and absence of malaria all accessible on a streetcar line.[21] The racial restrictive covenant functioned to keep Black residents of moderate incomes from accessing the suburb and set the conditions for the development of the homogenous community.

In the Downcounty, developers and owners used racial restrictive covenants sparingly at first. Between 1904 and 1909, properties associated with 6 of the 27 recorded plats (22%) included such covenants. Harry M. Martin and Mark Stearman were the only two developers other than Robert Easley who barred Black residents on properties at the 3rd and 4th Additions to Chevy Chase and North Takoma, respectively (Figure 13). In the next decade (1910-1919), real estate developers included racial restrictive covenants in properties associated with 12 of the 36 recorded plats (33%). Subdivisions included Edgewood, Bradley Hills, Cabin John Park, Chevy Chase Park, and Hill-Crest, Takoma Park (Figure 14).



[20] Montgomery County Circuit Court, "R. Holt and Louisa Easley to Randolph J. Eckloff," September 8, 1904, Liber 180, Folio 125.

[21] "Silver Spring Park," *Washington Post*, May 20, 1907, Proquest; "Silver Spring Park" *Washington Herald*, September 29, 1907, Chronicling America

Figure 13: Racial covenants associated with record plats in the Downcounty Planning Area (1904-1909).

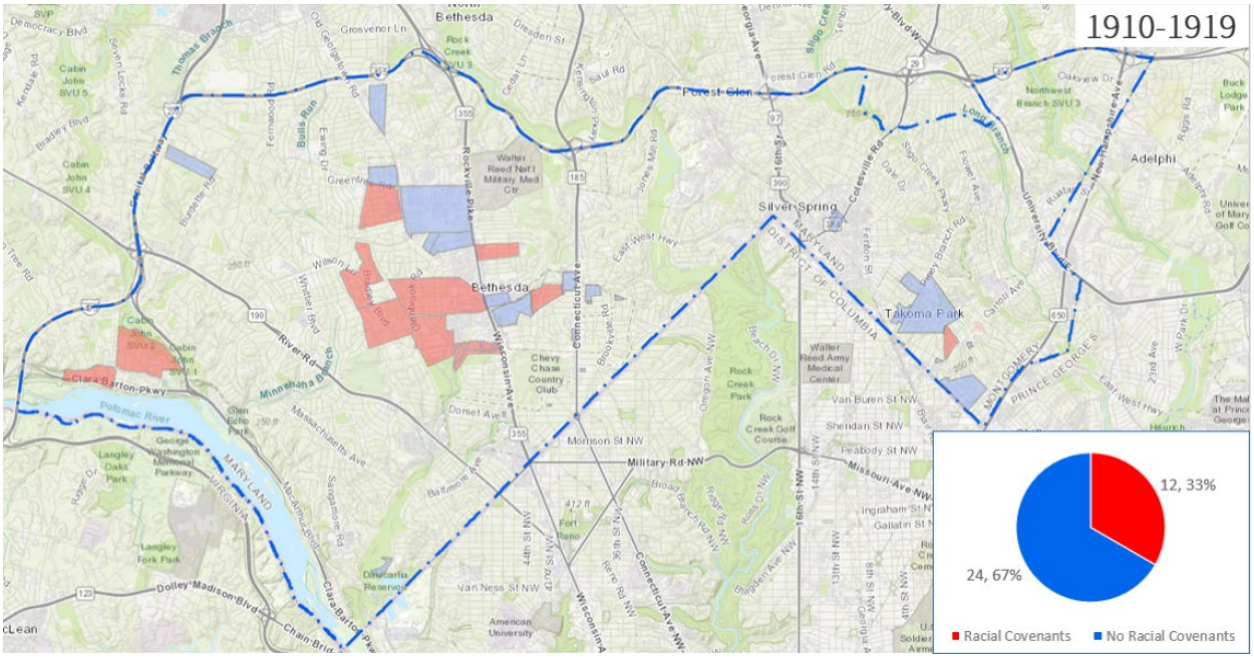


Figure 14: Racial covenants associated with plats recorded in the Downcounty Planning Area (1910-1919).

Historian Richard Rothstein contended that developers used covenants to create a new permanent "amenity" in areas lacking other typical amenities. In the 1910s, the American Land Company noted the "suitable restrictions" when selling properties at Cabin John Park.[22] The advertisements noted the community's access to the District of Columbia, health benefits, the importance of home ownership, and offered the first 100 properties at auction to the highest bidder but only to "white people."[23] The company added that all "pains will be taken to prevent undesirable parties from securing home sites on this property (Figures 15-17)."[24] Covenants were used here and in other affordable neighborhoods to restrict people of color from purchasing homes when the price of real estate did not prevent ownership. Developers implemented these covenants in efforts to convince prospective white prospective homeowners to purchase properties in the suburbs and in effect connecting sustained property values with racial homogeneity.

[22] "Cabin John Park," *Washington Herald,* April 25, 1915, Chronicling America.
[23] Ibid.
[24] Ibid.

Be a Little Farmer
In Your Spare Time
GROW YOUR OWN FRUIT & VEGETABLES
RAISE CHICKENS AND OTHER
PRODUCE FOR THE TABLE
AT
Cabin John Park
The Sedative for Tired Nerves is Little Farms
NOT AWAY OFF "Somewhere," only 45 minutes from the White House.
LITTLE FARMS at CABIN JOHN PARK are in size from one-third of an acre up to eight acres in area. Of course, you can't make your entire living on the one-third-of-an-acre farm, and you don't need to; nor need you give up your city job, for CABIN JOHN PARK is only 45 minutes from the business center of Washington; commutation, $1.50 a month. That is the advantage of owning a LITTLE FARM at CABIN JOHN PARK; and incidentally you become a voting citizen if you live there.
You can enjoy pleasure—with boating and fishing—have up-to-date conveniences and still be far away from lonely isolation. And right near Washington city, you can have your work and your country recreation.
Your city job will make you a living, and your country job—close to nature—will keep you living full of health and vitality; all the while, too, the big city will be growing toward and around you.
LITTLE FARMS at CABIN JOHN PARK are an antidote for many of the ills of modern city life. I wager that there are numerous Washingtonians whose feet haven't touched anything but floor, sidewalk, or pavement for months; like a horse who has traveled only on stone streets, these city folk are stoved up and cannot imagine what is wrong with them. They need to get their feet on the soil. Yes, "I intend to go back on the land some day," you say, "but the country is so far away, and I enjoy city pleasures and conveniences, and besides my work is in the city." This is just where LITTLE FARMS at CABIN JOHN PARK solve the universal land-longing problem. These LITTLE FARMS are not away off somewhere in beautiful nowhere, but are right near the Capital of the greatest nation on earth.
WHOLESOME environment is found at CABIN JOHN PARK, and this makes for good citizenship. It is in such a place I would ask you to make your home. In years to come you will see what I am looking at now. It may then be too late. These LITTLE FARMS harmonize a natural craving for pure air and larger grounds, for shrubbery and gardens—where your children can romp over lawns and among the trees; where the winds of the wide world blow about them, imparting to their little bodies health and vigor. Do you remember the time when you were a boy? You can recall yet the feel of the earth oozing up between your bare toes, the tickle of the green velvety grass in the springtime on the soles of your bare feet. Oh, My! What a time!
The renter moving from flat to flat, or house to house each year—what about the home memories of YOUR boys and girls? None like that for them. You cannot bestow home memories on your children by moving to some new and strange place each year. Real home memories are founded on the permanancy and quality of the home. On
April 29, 30 and May 1
You will have the opportunity of starting a sensible home for yourself and family. No alarm clock will ring when Time strikes the hour of your opportunity. You, like all other successful home getters, will have to seek that which you want. Things easily acquired are valueless. The THING to DO on reading this advertisement is for you to tuck away in a corner of your memory the day and the hour of this sale. Mark your calendar with a ring around the dates.
ON THE DAYS NAMED I shall sell real home sites to the highest bidder, regardless of price or value, and without reserve, and in this case to WHITE PEOPLE only.

BRADLEY HILLS
The Future Home of Society.
---Railway and Other Improvements
---Will SOON Advance Prices!
Make Your Selection Now
---While Farm-land Prices
---Obtain in This Choice Section
WHETHER you desire to purchase BRADLEY HILLS land for a home site or for investment, the most advantageous time is RIGHT NOW. Its character, location, surroundings spell speedy development, while the completion of improvements assures greatly enhanced values.
BRADLEY HILLS ALREADY HAS miles of macadam roads. Illuminating power—both gas and electricity—has been introduced. A water supply is being provided, likewise scientific drainage.
THE TROLLEY LINE, which will bring this subdivision within THIRTY MINUTES OF TOWN, is contracted for, and will be in actual operation at no great distant date.
VILLA SITES occupy the major portion of Bradley Hills. These vary in size from ONE to TEN ACRES, and offer highly attractive locations for the erection of spacious homes where life can be ENJOYED, not merely lived.
We offer you every facility to inspect Bradley Hills. AUTOMOBILES TO CONVEY YOU there—agents to furnish every detail. Or, if you prefer, consult your own broker.
An ACRE of Ground for What You Would Pay for a City Lot.
On the car line and MAIN BOULEVARD OF BRADLEY HILLS will be Chevy Chase Oval—"The Suburb Beautiful." Herein are offered 50-FOOT LOTS at prices which will enable those of MODERATE MEANS to locate close to the finest suburban residential section.
Restrictions apply on all Bradley Hills property, but they are REASONABLE, and designed solely for the protection of ALL HOLDERS.
Development Under the Supervision of the Well-known Firm of WENDEL and TREAT, of Philadelphia.
Real Estate Trust Co.
SEE YOUR BROKER. 1414 F Street N.W. Phone Main 4081. SEE YOUR BROKER.

ANNOUNCEMENT
A new electric railway, of the most modern type now under construction, and completely financed will skirt the Western border of
EDGEWOOD
affording access from all parts of
WASHINGTON'S RESTRICTED RESIDENTIAL PARK
to the heart of the city by the most direct and convenient route.
EDGEWOOD
Chevy Chase Club
EDGEWOOD has high pressure water supply, sewerage, gas from the city, electric light, and telephone already installed. Roads with cement foundation now being built.
The best county school of Maryland and private schools of Washington are on the same car line as EDGEWOOD.
"Don't Buy a Promise—Buy a Reality"
National City Real Estate Corporation
Owner of Edgewood
821-823 Union Trust Building
TELEPHONES:
Main, 5357 Kensington, 24-12 and 24-22

Figures 15-17: Advertisements for Cabin John Park, Bradley Hills and Edgewood.
Source: "Be A Little Farmer," Evening Star, April 28, 1915, Newspapers.com; "Bradley Hills: The Future of Home Society," Evening Star, May 12, 1912, Newspapers.com; "Edgewood," Washington Post, December 15, 1912, Newspapers.com.

Two national events further increased the propagation of racial restrictive covenants. In 1917, the Supreme Court decision in *Buchanan v. Warley* prohibited racial municipal zoning. The cities of Baltimore, Richmond, Winston-Salem, Atlanta, New Orleans, and Louisville (among others) had all enacted zoning ordinances that required separate residential areas for its Black and white residents. Developers and owners, however, recognized that agreements between two private parties permitted by restrictive covenants faced less judicial scrutiny than wholesale government-enacted segregation. At this same time, the Great Migration led to thousands of Black southerners fleeing violence and poor living conditions to move to northern cities. By the 1910s, Washington, D.C. was a cultural and financial center for Black Americans with 110,000 residents, which accounted for approximately 25% of the city's population. Many Black Washingtonians had government jobs as clerks and other bureaucratic positions, and there was a small upper-class community of lawyers, businessmen, and professors. Racial tensions were elevated as housing and employment opportunities were limited, competition increased, and newspapers stoked fear with sensationalized and false stories of violence against white women by Black men. In addition, Black soldiers returning from World War I had experienced better treatment overseas and pushed back against unfair policies.[25]

In 1919, the "Red Summer" marked a pattern of white-on-Black violence that occurred throughout the country. In July, a four-day race war erupted in Washington, D.C. that led to violence where Black residents resisted and retaliated. Historian Cameron McWhirter in *Red Summer: The Summer of 1919 and the Awakening of Black America* estimated that at least seven people were killed—four Black and

[25] Cameron McWhirter, *Red Summer: The Summer of 1919 and the Awakening of Black America* (New York: Henry Holt and Company, 2011), 96-98.

three white residents, and hundreds of people were injured (an unknown number later died).[26] Many white Americans emerged from the violence that summer with the opinion that the nation needed more segregation.[27] McWhirter quoted the *Brooklyn Daily Eagle* correspondent who published an article "Race War in Washington Shows Black and White Equality Not Practical."[28] Southern newspapers further supported segregationist policies with headlines, "Race Segregation A Law of Nature," which stated:

> Washington race riots bring again to the eternal truth that the whites and negroes are naturally segregated races and that whenever and wherever the black shows the least disposition to break over that line a stern Caucasian arm thrusts him back. There can be no peace between the races where the line of segregation is not hewed to.[29]

As these events unfolded, white real estate developers and residents of northern and western cities moved to isolate the Black population by all means available including racial steering by realtors and racial restrictive covenants. In 1924, the National Association of Real Estate Boards endorsed the use of such practices in its Code of Ethics. Article 34 stated:

> A Relator 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.[30]

In 1926, the Supreme Court further institutionalized the use of racial restrictive covenants when it rejected a challenge to racial restrictive covenants in the case Corrigan v. Buckley. The case involved the sale of a property with a racial restrictive covenant in Washington, D.C. A white homeowner sued to block the sale of the property as it violated the covenant. The court decided that the Fifth and Fourteenth Amendments limited the actions of only the government and not private parties, and that the Thirteenth Amendment didn't apply to the sale of real estate. The Court left open the question of whether judicial enforcement of racial restrictive covenants violated the constitution, but lower courts cited *Corrigan v. Buckley* as precedent for such action.[31]

Racial Restrictive Covenants in Montgomery County: 1920-1933

Montgomery County experienced the start of its rapid population growth in the 1920s. The overall population increased from 34,921 in 1920 to 49,206 (a 41% increase) in 1930. The white population increased from 26,633 to 40,918 (a 54% increase). The Black population, however, decreased from 8,282

[26] Ibid, 96-113.
[27] Ibid, 111.
[28] C.C. Brainerd, "Race War in Washington Shows Black and White Equality Not Practical," *Brooklyn Daily Eagle*, July 27, 1919, Newspapers.com.
[29]"Race Segregation a Law of Nature," *Selma Journal*, July 24, 1919, Newspapers.com.
[30] National Association of Real Estate Boards, "Code of Ethics," June 6, 1924, http://www.nar.realtor (accessed October 31, 2022).
[31] Paul Finkman, ed., *Encyclopedia of American Civil Liberties, Vol. 1* (New York: Routledge, 2006), 369.

to 8,266 residents.[32] The restrictive covenants channeled this racial population growth as their use continued to spread in the Downcounty Planning Area.

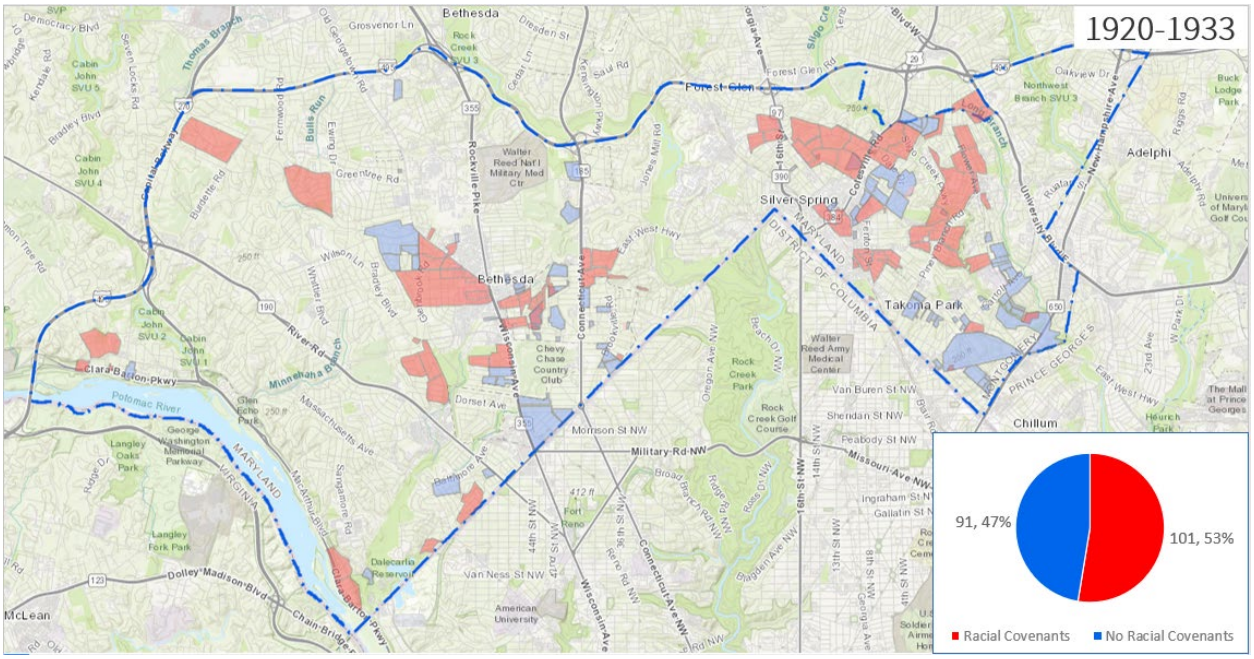


Figure 18: Racial covenants associated with plats recorded in the Downcounty Planning Area (1920-1933).

Between 1920 and 1933, properties associated with 101 of the 192 recorded plats (53%) included racial restrictive covenants (Figure 18). Major subdivisions included: Battery Park, Blair, North Woodside, E. Brooke Lee's Addition to Silver Spring, James H. Cissel's Addition to Silver Spring, Seven Oaks, Blair-Takoma, Brookmont, Woodside Park, Chevy Chase (Section 8), Indian Spring Park, Kenwood, Sligo Park Hills, Westmoreland Hills, and North Woodside. Advertisements for these communities did not openly announce housing opportunities for only white residents. Instead, the developers included implicit language such as "Permanent restrictions will advance values rapidly" at Seven Oaks Manor, "Wise restrictions assure a congenial home-owning community" at Woodside Park, "There will be necessary restrictions … because they preserve and conserve the interests of the people who live therein" and "your neighbor will be the best class of people only" at Battery Park.[33] The underlying context of this language all suggested the use of racial restriction covenants and other discriminatory housing practices.

During this period, the use of racial restrictive covenants in the Downcounty Planning Area spread to other racial and ethnic marginalized communities in addition to Black residents. In 1932, Caroline Clark included covenants in her section of Branwill Park (adjacent to Seven Oaks) restricting the sale of property to individuals with "Asiatic, African, or Negro blood, lineage, or extraction."[34] In 1933, the

[32] United States Department of Commerce, *Fifteenth Census of the United States: 1930 Population Volume III* (Washington, D.C.: Government Printing Office, 1932), 1052.
[33] Seven Oaks Manor, *Evening Star*, September 30, 1923, Newsbank; "Woodside Park," *Evening Star*, August 8, 1925, Newsbank; "Battery Park," *Washington Herald*, November 4, 1922, Newspapers.com.
[34] Montgomery County Circuit Court, "Caroline V. Clark to Edward Peter, Albert Bouic, Mary Almoney, and Florence J. Brunett," April 8, 1932, Liber 538, Folio 116.

Lougborough Development Corporation discriminated against people of Jewish descent. The land records noted:

> No part of the land hereby conveyed shall ever be used, or occupied by, or sold, demised, transferred, conveyed unto, or in trust for, leased, or rented, or given to negroes, or any person, or persons, of negro blood or extraction, or to any person of the Semitic Race, blood, or origin, which racial description shall be deemed to include Armenians, Jews, Hebrews, Persians, Syrians, Greeks, and Turks…[35]

The term "Semitic races" appeared in almost all the conveyances associated with properties that discriminated against people of Jewish descent. While the racial description of "Semitic" included various groups, the developers likely intended to discriminate primarily against Jewish residents. For example, while property owners in other parts of the country such as Fresno, California, purposefully discriminated against Armenians, those restrictions coincided with the en masse immigration of Armenians to Fresno.[36] In Montgomery County, there is no evidence of such immigration of these racial and ethnic groups to the County.

Racial Restrictive Covenants in Montgomery County: 1934-1948

The next period represents the creation of the Federal Housing Administration in 1934 to the Supreme Court's ruling in *Shelley v. Kraemer* in 1948 that found judicial enforcement of racial restrictive covenants violated the 14th Amendment. As discussed earlier, the policies and practices of the FHA bore greater responsibility than the HOLC for federal-sponsored redlining that limited the ability of Black homeowners to accumulate wealth through housing. Agency officials helped codify and expand practices of housing segregation in the country. During this period, Montgomery County's population grew from the creation of the New Deal, expansion of the Federal government, and further suburbanization. The overall population increased from 49,206 in 1930 to 83,912 in 1940 (an increase of 70.5%). The Black population, however, had minimal growth from 8,266 to 8,889 residents (an increase of 7.5%).[37]

Similar rapid population growth occurred in the subsequent decade. Between 1940 and 1950, the overall population increased from 83,912 to 164,401 (an increase of 96%). While the Black population decreased with respect to its percent of the overall County, the number of Black residents increased from 8,889 to 10,330 (an increase of 16%).The Black community in Takoma Park, however, experienced growth equal to the rate of the white population in this period. The Black population expanded from 337

[35] Montgomery County Circuit Court, "Loughborough Development Corporation Deceleration of Covenants," March 27, 1933, Liber 547, Folio 139.
[36] Armen Don Minasian, *Settlement Patterns of Armenians in Fresno, California*, Thesis submitted at San Frenando Valley State College (January 1972): 87-92.
[37] United States Department of Commerce, *Sixteenth Census of the United States: 1940 Population, Vol. II, Characteristics of the Population* (Washington, D.C.: Government Printing Office, 1943), 541.

to 473 residents (an increase of 40%)and the white population increased from 8,598 to 12,064 residents (an increase of 40%). .[38]

Between 1934 and 1948, however, properties associated with 53% of the plats recorded (548 out of 1,029) included racial restrictive covenants (Figure 19).[39] There appears to be no extensive increase or decrease in the use of racial restrictive covenants based on the selective sampling. As the Downcounty Planning Area continued to be built out there was an increase in the number of resubdivisions. As a result, properties associated with 130 of the 548 record plats (25%) with racial restrictive covenants were "subject to covenants of record." This meant that previous land conveyances had included covenants that carried forward with the land.

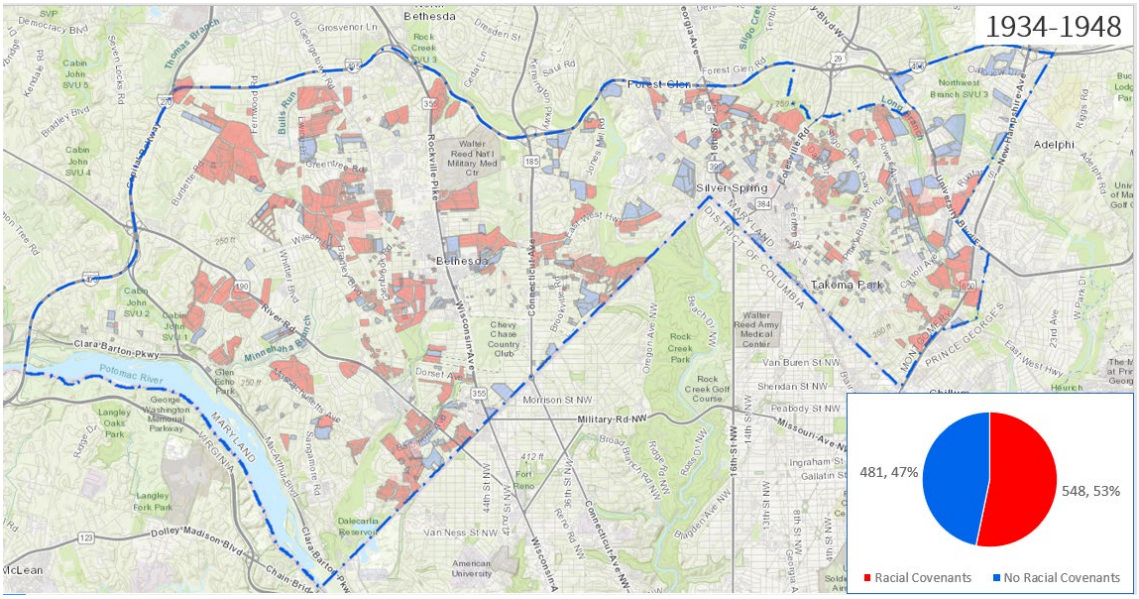


Figure 19: Racial covenants associated with plats recorded in the Downcounty Planning Area (1934-1948).

The number of racial restrictive covenants targeting Jewish residents increased dramatically in this period (Figure 20). This trend corresponds with anti-immigrant and anti-Jewish rhetoric spreading across America and the start of the burgeoning Jewish community in Montgomery County. For example, in 1938, the *Montgomery County Sentinel* ran an article by William Bruckart, Western Newspaper Union, titled "Danger of 'Jewish Problem for United States in German 'Purge'." The subheading read: "Resentment of American People Aroused by Hitler's Harshness; Opening of Gates to Refugees Might Introduce Disturbing Influence."[40] Subdivisions that included such covenants included Bannockburn Heights, Bradley Woods, Green Acres, Locust Hill Estates, Ridgewood Village, Sixteenth Street Village,

[38] United States Department of Commerce, *Report of the Seventeenth Decennial Census of the United States: Census Population: 1950, Vol. II, Characteristics of the Population, Part 20, Maryland* (Washington, D.C.: Government Printing Office, 1952).
[39] Staff recorded properties associated with 30 recorded plats as possibly having covenants.
[40] William Bruckart, "Danger of 'Jewish Problem for United States in German 'Purge'," *Montgomery County Sentinel*, December 1, 1938, Chronicling America.

Westgate, Westmoreland Hills, and Wood Acres. Most of these subdivisions are located on the western side of the Downcounty.

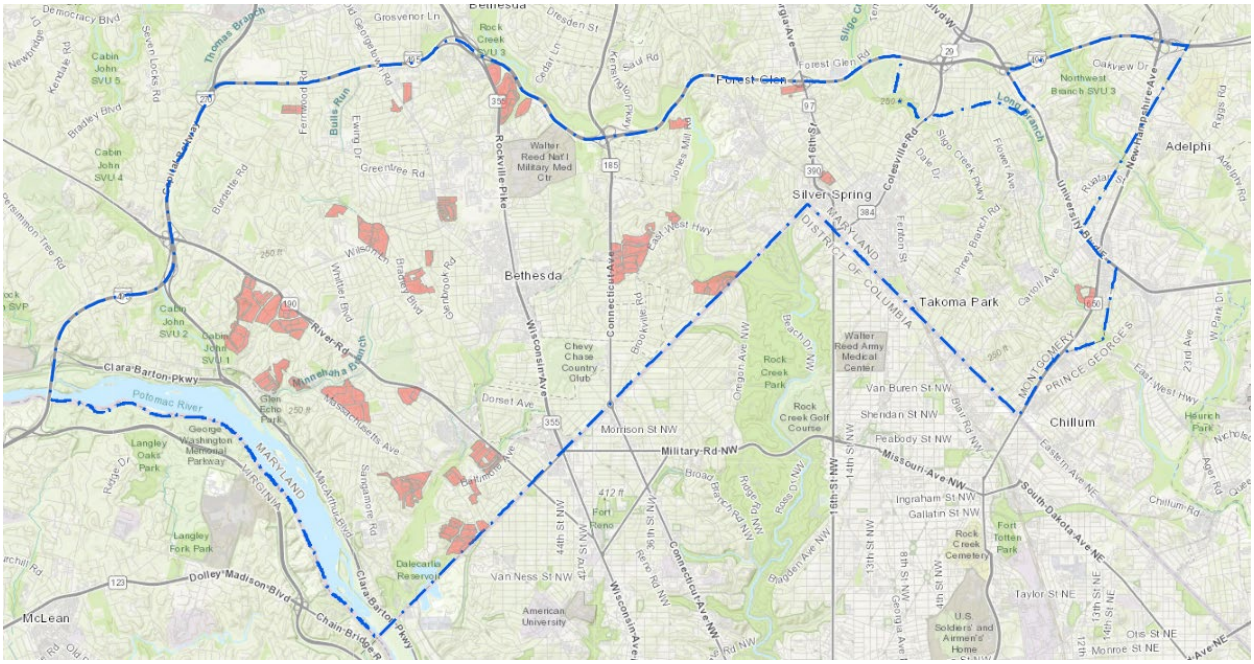


Figure 20: Racial restrictive covenants against Jewish residents in the Downcounty Planning Area.

In 1947, five of fifty-two households of the Bannockburn Heights community in Bethesda filed a lawsuit in the Montgomery County Circuit Court (Rockville) to force Lucille Tushin, a Christian, to evict Aaron Tushin, her Jewish husband, from their jointly owned family home on Wilson Lane. The suit claimed "irreparable damage" caused by his occupancy in violation of the restrictive covenant. The complaint stated:

> That the wife of the defendant, the said Lucille Dewing Tushin, who, the plaintiffs are informed, is not of the Semitic race…continues to permit the said defendant Aaron Tushin to occupy the said premises, in violation of the aforesaid covenant…" Therefore, the complaint asks the court: "That the defendant Lucille Dewing Tushin by mandatory injunction be restrained from permitting said defendant Aaron Tushin from occupying said premises."[41]

The Tushins' attorney, Alfred Noyes, in a statement added:

[41] Jonathan Stout, "Defeat of Anti-Semitism in Bethesda," *The New Leader* 30, no. 38 (September 20, 1947): 3, http://www.archive.org.

> I suggest that the plaintiffs have borrowed a page from the Nazi Nuremberg laws. But even the plaintiff did not have the temerity to ask the court to dispossess the three children of the marriage.[42]

The five households who filed suit were Mr. and Mrs. William M. Benn (Selkirk Avenue), Mr. and Mrs. Paul B. Kern (Elgin Lane), Mr. and Mrs. John W. Senour (Selkirk Drive), Mr. and Mrs. J. Otis Garber (Braeburn Parkway), and Mrs. Mary L. Rawlings. Garber, a government official and Director of the Field Service of the Bureau of the Budget, lead the plaintiffs. All the plaintiffs, who were not immediate neighbors of the Tushins, were represented by attorney James M. Pugh.[43]

The case gained immediate national attention and the Tushin family received support from the Anti-Defamation League of B'Nai B'rith. The organization stated:

> [This suit is one of the] most shocking examples of un-American bigotry ever perpetuated in the shadow of the nation's capitol. The only damage to the plaintiffs by the presence of the Tushins is to their puerile snobbery. There is one wholesome and encouraging aspect. The immediate neighbors of the Tushins, members of the Bannockburn Heights Citizens' [Association] were asked by the plaintiffs to vote authorizations to oust the Tushins. The overwhelming majority of the members was outraged by the proposal and turned it down cold.

Less than a week after the case became public the plaintiffs withdrew their petition of a breach of a covenant due to overwhelming negative publicity and public pressure. The following month, Justice Meier Steinbrink, national chairman of the Anti-Defamation League, launched an intensive nationwide effort against restrictive racial covenants. He credited the Tushin case with sparking the movement by the organization.[44]

In an off-the-record interview, one of the neighbors stated:

> My husband and I were looking for a suitable house for us and our children for many months without success. Then we found this house in Bannockburn Heights and it was just what we wanted. When we sat down to sign the contract, we discovered for the first

[42] Anti-Defamation League, "Seek to Evict Jewish Husband; Suit Dropped," *Anti-Defamation League Bulletin* 4 (October 1947): 5-7, http://www.archive.og.

[43] Jonathan Stout, "Defeat of Anti-Semitism in Bethesda," *The New Leader* 30, no. 38 (September 20, 1947): 3, http://www.archive.org.

[44] "B'Nai B'rith to Fight Real Estate Barriers As Tushin Suit Result," *Evening Star*, October 6, 1947, Newsbank; "Anti-Race Discrimination Program Opens," *Independent (Long Beach, CA)*, October 7, 1947, Newspapers.com; "Neighbors Sue to Force Jew From His Home," *The St. Louis Star and Times*, September 13, 1947, Newspapers.com; "Bannockburn Heights Group Halts Suit to Test Contract Clause," *Evening Star*, September 16, 1947, Newsbank; "Attempt to Oust Family on Property Covenant Denounced as Bigoty," *Evening Star*, September 13, 1947, Newsbank; "Suit Seeks to Fore Couple from Home in Restricted Area," *Evening Star*, September 12, 1947, Newspaper.com.

> time that there was a covenant against Jews. This was contrary to everything my husband and I were brought up to believe. We know how mean bigotry is. But because we had so much bad luck in looking for a house, we finally decided to sign, thinking that the whole issue would be academic and we could still enjoy our many Jewish friends. But now it has become real and I'm ashamed and humiliated.[45]

The W.C & A.N. Miller Company who subdivided Sumner (located south of River Road in Bethesda) was a well-documented and notorious practitioner of racial restrictive covenants against Black and Jewish residents. Even after the Supreme Court found judicial enforcement of the practice unconstitutional in 1948, the developers controlled the racial make-up of the community in Washington, D.C. by requiring the developer to be the exclusive agent for reselling the property or by requiring their approval upon resale.[46]

Racial restrictive covenants against Asians remained limited in Montgomery County. Properties associated with 13 record plats included such covenants (Figure 21). The subdivisions included Bradley Woods, Green Acres, and Highland Hills. The minimal restrictions against Asian residents likely occurred due to their small population in the County rather than broad acceptance. In 1950, the United States Federal Census recorded 78 Chinese and 66 Japanese residents in Montgomery County.

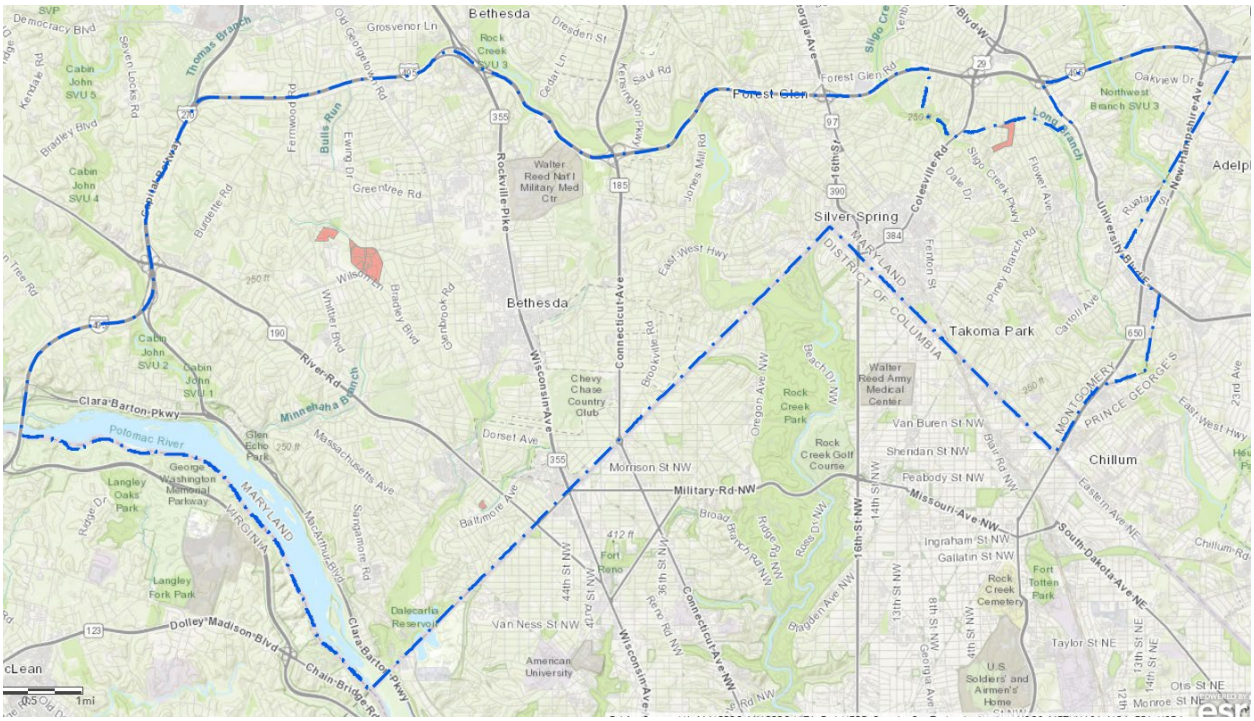


Figure 21: Racial restrictive covenants against Asian American residents in the Downcounty Planning Area.

[45] United States Commission on Civil Rights, *Housing in Washington, hearings held in Washington, D.C., April 12-13, 1962* (Washington D.C.: Government Printing Office, 1962), 204.
[46] United States Commission on Civil Rights, *Civil Rights U.S.A.: Housing in Washington, D.C.* (Washington, D.C.: Government Printing Office,

Racial Restrictive Covenants and De Facto Segregation in Montgomery County: 1949-1968

The Supreme Court's decision in *Shelley v. Kraemer* (1948) found racial restrictive covenants to be unenforceable by judicial enforcement as they violated the Equal Protection Clause of the Fourteenth Amendment. Private citizens, however, were still permitted to include these covenants in land records. De facto segregation and social enforcement sustained their effectiveness. Initial reaction to the Supreme Court case varied. An editorial in the *Washington Post* stated, "No one need either hope or fear…that the Supreme Court's action will change the situation quickly. The Ghetto wall is merely breached, not demolished."[47] Others recognized the long-term damage created by these covenants. An editorial in the *Chicago Defender* stated:

> These covenants have been responsible for more human misery, more crime, more disease and violence than any other factor in our society. They have been used to build the biggest ghettoes in history. They have been used to pit race against race and to intensify racial and religious prejudices in every quarter.[48]

The FHA did not amend administrative rules to deny insurance to properties with racial covenants until December 12, 1949 (with an effective date of February 15, 1950). These covenants continued to proliferate the language of segregation until the passing of the Fair Housing Act in 1968. The law prohibited discrimination in land transactions and made the use of such covenants illegal.

The project team reviewed all the Downcounty Planning Area plats recorded between 1949 and 1952. Properties associated with 126 of the 416 (30%) record plats included racial restrictive covenants. However, properties associated with 50 of the 126 record plats with such covenants noted "subject to existing covenants" from previous land conveyances. Therefore, the number of new covenants dropped to approximately 76 of the 416 record plats (18%). Staff would expect the number of new racial covenants to continue to fall until they were outlawed in 1968.

[47] Clement E. Vose, *Caucasians Only: The Supreme Court, the NAACP, and the Restrictive Covenant Cases* (Los Angeles, CA: University of California Press, 1959): 212.
[48] Ibid, 213.

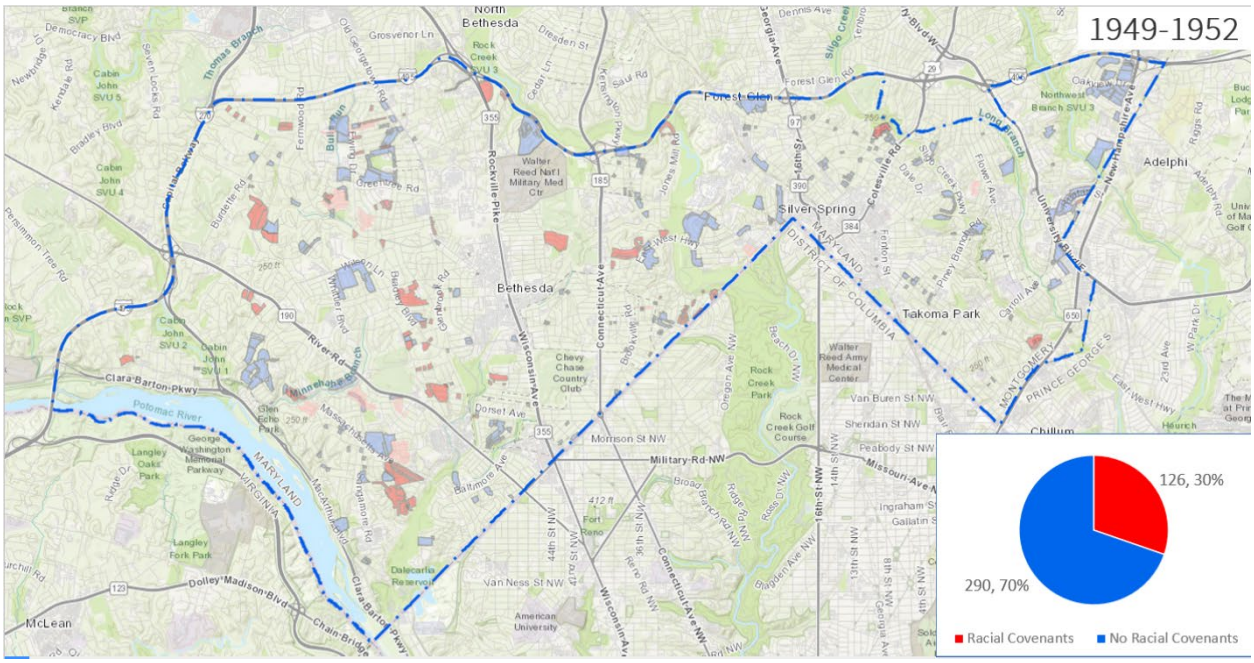


Figure 22: Racial covenants associated with plats recorded in the Downcounty Planning Area (1949-1952).

The *Shelley v. Kraemer* decision appears to have minimal initial impact to the demographics of Montgomery County with respect to Black homeownership. The opening of additional housing opportunities for Black residents in the District of Columbia paired with white flight, however, contributed to another massive population increase in the suburbs. Between 1950 and 1960, Montgomery County increased from 164,401 to 340,928 residents. The white population increased from approximately 153,804 to 327,736 (an increase of 113%). The Black population grew but nowhere near the same rate. The Black population went from 10,330 to 11,527 residents (an increase of 11.6%).[49] As a result, Black residents had fallen from 33% of the County's population in 1900 to 3% in 1960.

The framework and social order established by the racial covenants heavily influenced development patterns in the 1950s. The suburbs successfully barred Black settlement as many of the Black residents had lived in the County for generations. In addition, the Black community often lived in overcrowded conditions with far greater number of occupants per unit than white families. According to the Health and Welfare Council (Washington, D.C.), the degree of overcrowding of nonwhite residents was eight times more severe than the degree of overcrowding for white residents.[50]

The FHA policy simply prohibited the inclusion of the racial covenant in the deed records but remained silent on who a property owner sells or rents to. Therefore, voluntary discrimination remained in full force. The actions of the federal government and real estate developers, however, were strengthened by the decisions of individual community members, the hands-off approach of the local government,

[49] United States Department of Commerce, *Negro Population, By County 1960 and 1950* (Washington, D.C.: Government Printing Office, 1966), 27.
[50] United States Commission on Civil Rights, *Housing in Washington, hearings held in Washington, D.C., April 12-13, 1962* (Washington D.C.: Government Printing Office, 1962), 50.

and apathy of the general public. As stated by Reverend Charles N. Mason, Jr., past chairman of the Silver Spring Ministerial Association's Social Action Committee:

> ...the problem that we feel [is] not being squarely faced by the people in the suburbs...is the general collusion among the whole community, all the agents of the community—not real estate agents, but the whole community, a collusion on the part of the whole community—not to face up to its responsibility in the maintaining of the segregated pattern of housing in our community.[51]

> …three representatives of the Montgomery County Real Estate Board [who addressed the Ministerial Association]…indicated that they merely reflected the pattern which was in effect in the community...and that, therefore, if this pattern is perpetuated, the responsibility lies upon the community. They withdrew from taking any responsibility at all. Then one of our men privately talked to a member…and got a private opinion of his that it is the policy never to sell, to negotiate this kind of transition, where a Negro buys into a white area, on the basis that this is introducing inconsistent or undesirable elements into a neighborhood and this would be professionally unethical…. At the same time, this person said that if here were asked publicly to say this he would never say it.[52]

Throughout the country, Black Americans and other religious and ethnic groups who purchased homes in previously covenanted areas experienced: 1) protests, threats, intimidation, vandalism, arson, and violence; 2) the withholding of financing from mortgage lenders or unfavorable terms; 3) real estate professionals unwilling show properties in all-white communities for fear of censure or boycotts; and 4) agreements between real estate professionals, lenders, and improvement associations to prohibit sales to people of color.[53] Black residents of Montgomery County experienced many of the same issues but started to challenge the de facto segregation in suburban housing in the 1960s.

Dr. James Roberts, physician and surgeon at Freedman's Hospital and Clinical Instructor at Howard University, recalled his efforts to move to White Oak in the early 1960s. He noted denial by local banks to finance loans for the purchase of the property. Even though Perpetual Building Association (later known as Perpetual American Federal Savings and Loan Association) had provided financing for a number of his properties in the District of Columbia, it determined that financing the Montgomery County property would be "out of line."[54] Dr. Roberts persisted and acquired financing from North Carolina Mutual, an African American-owned, out-of-state provider.[55] Furthermore, when the nearby

[51] United States Commission on Civil Rights, *Hearings before the United States Commission on Civil Rights, June 10, 1959* (Washington, D.C.: Conference with Federal Housing Officials, 1959), 93.
[52] United States Commission on Civil Rights, *Housing in Washington, hearings held in Washington, D.C., April 12-13, 1962* (Washington D.C.: Government Printing Office, 1962), 95-96.
[53] B.T. McGraw and George B. Nesbitt, "Aftermath of Shelley versus Kraemer on Residential Restriction by Race," *Land Economics* 29, no. 3 (1953): 284.
[54] United States Commission on Civil Rights, *Housing in Washington, hearings held in Washington, D.C., April 12-13, 1962* (Washington D.C.: Government Printing Office, 1962), 93-94.
[55] Ibid., 97.

residents heard that a prospective Black resident was purchasing the property, members of the improvement (civic) association unsuccessfully attempted to purchase the property from under him. Dr. Roberts stated:

> The neighborhood was quite incensed at the whole thing. I got quite a number of nasty calls, and one woman said she couldn't understand why a Negro would want to move into a white neighborhood and cause a lot of violence. I told her I didn't expect violence, and I was moving in. The problem was that the neighborhood had quite a few stereotyped ideas about Negroes. I put forth all my effort to change those ideas. … I've been there almost 2 years now, and a great change has occurred. Most of my neighbors can see now that I am a human being, and not a creature with two heads. Although a few don't speak to me, most do.[56]

In Washington, D.C., the National Committee on Segregation in the Nation's Capital issued a report that condemned the government and dominant real estate, commercial interests, and federation of civic association for the ongoing patterns of segregation. In the 1940s, only 200 out of 30,000 new units constructed in the District of Columbia were available for Black residents.[57]

Mary (nee Betters) Williams, former President of the Montgomery County Branch of the NAACP, documented her family's struggle to find housing in an all-white neighborhood near Veirs Mill (Figure 23). Upon meeting with Adolph and Mary Williams in 1961, the real estate agent selling the property they desired to purchase quoted them a higher price than advertised and refused to accept a deposit. The owner of the agency later tried to deter the couple from purchasing the property and claimed his company would go out of businesses if they sold to African Americans and face potential expulsion from the Montgomery County Board of Realtors. In the end, the agency released the property owners from their contract with the firm to sell directly to the Williams family.[58] A couple of weeks after moving into the home, the family experienced multiple acts of violence and intimidation:

> On July 3, I found a hangman's noose on the windshield of my car. … On July 4…we saw two police cars and several people standing outside of the house. …In discussing the incident with a neighbor, we were told a large flaming cross had been placed against the wooden beam on the porch which would have set the roof on fire had a neighbor from next door not come over and knocked it away. A fire bomb was also found on the lawn. …One night recently when the girls were home alone they answered the NAACP phone to be told by an anonymous caller that a bomb had been placed under the house and that they should leave immediately. … We have received four threatening letters.[59]

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[56] Ibid., 375-376.
[57] Wendell E. Pritchett, "A National Issue: Segregation in the District of Columbia and the Civil Rights Movement at Mid-Century Civil Rights Movement at Mid-Century," *Georgetown Law Journal* 93 (2005): 1328.
[58] United States Commission on Civil Rights, *Hearings before the United States Commission on Civil Rights* (Washington, D.C.: Conference with Federal Housing Officials, 1959), 104-105.
[59] Ibid.

Negro Teacher in Forefront Of Montgomery Racial Row

By DANA BULLEN
Star Staff Writer

A quiet, 30-year-old school teacher has plunged into the battle against racial discrimination in Montgomery County.

She is Mrs. Mary Y. Williams, teacher at Arcola Elementary School and head of the county chapter of the National Association for the Advancement of Colored People.

In her own family, Mrs. Williams counts a number of victories in the desegregation fight. She says her husband is the only Negro dentist in the county. She is a Negro teacher in an all-white elementary school.

Children Her Reason

Her big concern, however, and the main reason she became active in the local NAACP are her two children, both students at formerly all-white West Rockville Elementary School.

"I want to set them an example. I don't want my children to grow up with a feeling of inferiority. They won't have that feeling if they can see that by fighting and working together Negroes can make gains.

"I hope they will grow up with the same idea I have of not accepting second-class citizenship," she said.

Mrs. Williams came to the fore in the local NAACP as the result of a racial incident at the Hi-Boy Restaurant, recently the scene of picketing against discrimination.

Shortly after the restaurant was built last year near her home at 708 Lenmor avenue, Rockville, Mrs. Williams took her children there for a snack.

"They wouldn't serve us and they wouldn't say why," she said. Mrs. Williams kept asking. Finally, an employe said, "We don't serve colored people."

"My little girl cried."

Told Group Story

The mother told her story at the next meeting of the local NAACP. About two months later, she was elected president of the group.

Since then, Negroes in Montgomery County have made gains and are pressing for more.

After protests by the NAACP, a Woodward & Lothrop store in the county ended segregation at its tea room. In keeping with the pattern at Glen Echo amusement park and other places where segregation presently is being challenged, the NAACP had the support of some white customers.

MRS. MARY Y. WILLIAMS

Figure 23: Mary Y. Williams (now Mary Y. Betters), was President of the Local Chapter of the NAACP in the late 1950s. Source: Evening Star.

While Dr. Roberts and the Williams family succeeded in purchasing homes, most Black families failed to breach the wall of segregation in Montgomery County. Prospective Black residents fared no better in their search for rental housing in Montgomery County. Apartment managers and owners routinely denied persons of color housing. For example, three suburban apartment complexes barred Rufus H. Myers, a congressional aid for Congressman Andrew Jacobs, Jr. (Indiana), and his family since they were "not integrated" in 1966.[60] The Congressman denounced the actions of the apartment owners from the House floor:

> Young Americans of all races can and do die together in Vietnam. Why must some of their elders make it so difficult for them to live together in America?[61]

Morris Milgram, a pioneer national housing advocate who dedicated his career to building and promoting integrated housing across the country, established the only integrated apartment complex near downtown Silver Spring. In 1962, Angier Biddle Duke, protocol chief for President John F. Kennedy, contacted Milgram about purchasing apartment complexes in the Washington, D.C. region for nonwhite diplomats. Two years later, Modern Community Builders (Milgram's company) purchased Rosemary Village and Rosemary Terrace apartments at 1901 East-West Highway. He changed the apartments

[60] "Negro Barred from Projects," *The Capital Times*, March 23, 1966, Newspapers.com.
[61] "Negro Barred from Projects," *The Capital Times*, March 23, 1966, Newspapers.com.

housing policy and rented to Black residents. By 1966, 34 Black families lived in the 415 apartment units. While Milgram's progressive actions (for the period) predated any implementation of fair housing policies, the company unofficially utilized racial quotas or steering to appease white residents.[62]

Civil Rights and Fair Housing activists, frustrated with the lack of progress with respect to apartment rentals, started the Action Coordinating Committee to End Segregation (in the Suburbs ACCESS) in February 1966. Initial members included Chairman J. Charles Jones, John Gibson, Roy Maurer, Al McSurely, Daniel Safran, Michael Tabor, and George Harris.[63] The group strived to raise awareness regarding discriminatory rental practices and reform training of apartment personnel, and demanded that developers publicly announce a policy of non-discrimination and include declarations of equal opportunities in their advertising.[64]

In March 1966, ACCESS targeted large-scale developers with properties throughout the metropolitan region. The group picketed the Silver Spring office of Carl M. Freeman at 1400 Spring Street and at his Americana-branded apartments.[65] Freeman was one of the larger developers in the region and all his complexes in Maryland and Virginia refused African American tenants.[66] While Freeman publicly supported open occupancy, he refused to take any action absent legislation. He argued that open occupancy required broad participation of all builders, owners, and mangers.[67] J. Charles Jones of ACCESS responded:

> We're in the seat of democracy, literally surrounded by a noose of segregation. The closing off of great numbers of housing units to Negroes has resulted in a concentration of demand which hopelessly tries to exploit an inadequate supply. The result is that most Negroes are limited to less adequate housing at high cost. ACCESS is necessary to assure not only a public statement of intent to comply, but actual procedures. We want to see the rental lists, and be present when employees are told of the new policy. Mr. Freeman is not a racist. … [His] fine words have no effect whatsoever on the plight of the Negro families who cannot get housing in his apartments.

[62] After the passage of fair housing policies, Rosemary Village still integrated at a faster rate than the surrounding region. In 1970, the property was: 59% white, 21% African American, 10% Hispanic, and 8% "international." Milgram stated that the "international" category included Asians, Indians, and "non-Spanish Europeans." EHT Traceries, "Rosemary Apartments, M: 36-62)," Maryland Inventory of Historic Properties Form (2021), Section 8; James Welsh, "Wanted: An Apartment in the Suburbs," *Evening Star*, April 5, 1966, NewsBank; Paul W. Valentine, "Rosemary: Where Integration Works," *Washington Post*, March 25, 1970, ProQuest. Joe Green, "Residents Differ Over Continued Success of Racially Mixed…," *Washington* Post, October 13, 1974, ProQuest.
[63] Phillip Shandler, "New Civil Rights Group Warns on Apartments," *Evening Star,* February 28, 1966, Newsbank.
[64] "Montgomery Apartment Faces Pickets," *The News*, March 19, 1966, Newspapers.com.
[65] "Unit to Picket Apartments in D.C. Suburbs," *Evening Star*, March 12, 1966, Newsbank; "200 Picket Apartments Rights Drive," *Evening Star*, March 14, 1966, NewsBank.
[66] The number of African Americans living in Freeman's complexes was minimal. Jones contended that the African Americans who gained access occurred by accident due to inexperienced staff, cases when the applicant's race was unknown, or subleasing. "Equal Housing Picketing Set for Sunday," *Evening Star*, March 24, 1966, NewsBank.
[67] Carl M. Freeman, "Letter to Congressman Emanuel Celler," in *Civil Rights Hearings* (Washington, D.C.: United States Government Printing Office, 1966), 1652-1653.

> The net result of his statement is not much worse than if he had come out for a law enforcing segregation. … Actions speak louder than words, and Mr. Freeman has not acted.[68]

In addition to Freeman's offices and apartments, ACCESS picketed the house of Montgomery County developer Milton Polinger, builder Nick Basiliko's Summit Hills apartment located immediately outside downtown Silver Spring, and the homes of other developers.[69] To spotlight the non-violent protests, ACCESS led a 66-mile walk around the Capital Beltway starting on June 8, 1966. The four-day march started at the Georgia Avenue exit in Silver Spring (Figure 24).[70] Individuals who supported ACCESS and open occupancy laws were met with eviction notices as well. In Montgomery County, Ronald M. Schwartz faced eviction from the Bradley Boulevard Apartments after he requested via letter that management consider all applications without regard to one's race.[71]

[68] "Owner, Picket State Positions on Apartments," *Washington Post*, March 27, 1966, Proquest.
[69] ACCESS Pickets March on 2d Apartment Building," *Washington Post*, March 28, 1966, Proquest; "Better Housing for Negroes in Spotlight," *The Chicago Defender*, June 25, 1966, ProQuest.
[70] "Housing Group Enters 2nd Day of Beltway Hike," *Evening Star*, June 9, 1966, NewsBank.
[71] "Reported Evicted after Open Occupancy Letter," *Afro-American*, September 3, 1966, Proquest.

Figure 24: Beltway March, June 8, 1966. Protestors demanded that affordable apartment owners in suburbs open rentals to African Americans.
Source: Washington Star Collection, D.C. Public Library.

Other organizations than ACCESS strived for similar goals but approached the issue in a different way. The Suburban Maryland Fair Housing (SMFH) group attempted to foster equality in housing, alter the attitude of white residents, and assist prospective Black residents with finding housing in segregated suburban areas. Between 1962 and 1967, SMFH successfully assisted 300 Black families in the County. This is far less than the 25,000 white families that moved to the suburbs during this period. The disparity demonstrated the continued adherence to racial segregation in Montgomery County.[72]

In 1965, the SMFH contended that the majority of Montgomery County realtors and brokers refused to take Black clients.[73] By the mid-1960s, the *Washington Post* reported that only 90 Black families had moved to Montgomery County's all-white suburbs.[74] The Barnes Family provides one example of the difficulties faced by African Americans attempting to move to the County. Dr. Roland Barnes served as a principal at Montgomery County's Travilah Elementary School and Dr. Frances Barnes worked at the school system's central office. Their home in Washington, D.C. required a 44-mile roundtrip commute. In 1961, the couple attempted to purchase a house at Georgetown Hill (an all-white subdivision) and placed a deposit on the residence, but the development company returned their deposit and canceled the contract due to their race.[75] In 1965, the Barnes family lost their case when the Supreme Court refused to hear an appeal after years of litigation.[76] The Barnes' lawyer stated:

> …this case involves an incredible story of housing discrimination, within the very shadow of the nation's capitol, supported and assisted by the federal courts.[77]

Fair Housing Ordinance and Law: 1967-1968

The Black community's non-violent protests, actions taken by fair housing groups, and enactment of County Ordinance No. 4-120, *Re: Elimination of Discrimination in Places of Public Accommodation*, were important facets of Montgomery County's Civil Rights history. These events all preceded the passage of Montgomery County's Fair Housing Ordinance and Law. David Scull and Elizabeth Lee Scull, County political and civic leaders, allied with many of these groups and championed the passage of socially-conscious legislation in the County Council. On July 20, 1967, the County Council passed a

[72] Stanley D. Adams and Elizabeth B. Baldwin, "Local Fair Housing Legislation: Adoption, Enforcement, and Related Problems," *The Urban Lawyer*, 2 no. 3 (Summer 1970): 282.
[73] Helen Dewar Washington, "Integration Stops at the Doorkey," *Washington Post*, June 20, 1965, Proquest.
[74] Historian David Rotenstein researched and documented the experience of the Barnes family. David Rotenstein, "Love Lady and the Professor: A Pittsburg Civil Rights Story," *Western Pennsylvania History* 103 no. 3 (Fall 2020): 22-34.
[75] The developers contended that the dispute rested on contractual grounds and not race, but the court cases depicted racial motivations and discrimination on behalf of the developers.
[76] United States District Court, "Roland E. Barnes v. Abraham S. Sind and Israel Cohen," 233 F. Supp. 572 (D. Md. 1963), Casetext; United States Court of Appeals for the Fourth Circuit, "Roland E. Barnes, Appellant and Cross-Appelle v. Abraham S. Sind and Israel Cohen," 347 F.2d 324 (4th Cir. 1965), Casetext. David Rotenstein, "Love Lady and the Professor: A Pittsburg Civil Rights Story," *Western Pennsylvania History* 103 no. 3 (Fall 2020): 26.
[77] "Court Rejects Housing Case," *The Evening Sun*, October 25, 1965, Newspapers.com.

comprehensive Fair Housing Ordinance (No. 6-42). Over 100 organizations and individuals including the NAACP, SMFH, League of Women Voters, Citizen's Committee for Human Relations, religious and civic groups, and agencies of the federal government supported its passage.

The Fair Housing Ordinance was challenged in in the state courts and the Court of Appeals held the ordinance invalid due to a technicality.[78] On August 15, 1968, the County Council enacted a second broad and comprehensive Fair Housing Law that omitted a controversial modified quota system of the previous ordinance.[79] The new law covered all types and phases of housing transactions and supplemented the Fair Housing Provisions of the United States Civil Rights Act of 1968. The law was heralded as one of the strongest fair housing acts in the country.[80]

The passage of the Fair Housing Ordinance and Law, however, did not immediately ameliorate housing issues. For example, in 1974, Tom Hamilton, the director of the County's Office of Landlord-Tenant Affairs, stated the following when talking about integrated housing:

> There are about 500 rental projects in Montgomery County and just four others—Good Acre apartments, the Long Branch apartments, and Quebec Terrace apartments, all in Silver Spring, and the Summit Hill apartments—less than a football field's distance from the Rosemary complex, are as integrated as Rosemary. The rest of the county apartment housing is basically lily white.[81]

Case Study: Takoma Park

Takoma Park provided an opportunity for a more detailed case study within the framework of the larger project. We started with Takoma Park due to its enumeration and sample size. The team examined the 1900, 1920, and 1940 Censuses.[82] The 1950 United States Federal Census was released after our initial

[78] The Montgomery County Citizen League filed a suit to find the ordinance invalid. "Scull, Et Al. v. Montgomery Citizens League, Et Al.," 249 MD 271 A.2d 92 (1968).

[79] The first ordinance assumed that a developer complied with the law if he or she sold or rented 10% of the units in the same single-family or multi-family residential area to people of the same race as the applicant within the previous three years. If so, the burden of proof shifted to the complainant. According to contemporaneous reports, the goal of the quota system was to deter white flight. "Fair Housing Ordinance Adopted: July 20, 1967; Effective: August 19, 1967," in *Fair Housing Act of 1967: Hearings before the Subcommittee on Housing and Urban Affairs* (Washington, D.C.: U.S. Government Printing Office, 1967), 501-506.

[80] Stanley D. Adams and Elizabeth B. Baldwin, "Local Fair Housing Legislation: Adoption, Enforcement, and Related Problems," *The Urban Lawyer*, 2 no. 3 (Summer 1970): 283 and 307.

[81] In 1974, Rosemary apartments renters were 50% African American, 40% white, 5% Hispanic, and 5% Asian. Joe Green, "Residents Differ Over Continued Success of Racially Mixed…," *Washington* Post, October 13, 1974, ProQuest.

[82] The team excluded the 1910 and 1930 United States Census due to the constrains of the project timeline. The project methodology, however, would have missed only residents who purchased and sold their property between 1900 and 1920 or 1920 and 1940. With the limited movement and expansion of the Black population in the County at that time the number of residents missed would likely be minimal. Future exploration of the data could fill any missing information.

analysis, but we included data from those records as well. For each Black household, staff documented information such as the historic address, occupants, age, sex, marital status, occupation, income, and whether they owned or rented their home. For the owners, staff then cross-referenced the names with the land records and:

1) determined when the family acquired the property;
2) documented any mortgages on the property including the lender and terms of the loan;
3) determined the present-day address; and,
4) evaluated whether the original house remained intact.

The data visualized a thriving Black community in Takoma Park. The first known Black homeowners in Takoma Park were Louis W. and Grace B. Thomas who worked as a caterer and nurse, respectively. Louis Thomas acquired the property at 15 Montgomery Avenue from Annie E. Barbour in 1896 and closed four separate loans on the property between 1896 and 1914. The 1900 United States Federal Census listed them as the only Black homeowners in Takoma Park, but seven other families rented in nearby houses. There were 40 Black residents at that time.

The Black community had its period of greatest growth between 1900 and 1920. The population grew to 203 residents (an increase of 407%). Thirteen families owned property and an additional 27 families rented. The Black-owned homes were dispersed throughout Takoma Park and only one racial restrictive covenant existed at Hill-Crest, subdivided in 1911 (Figure 25).

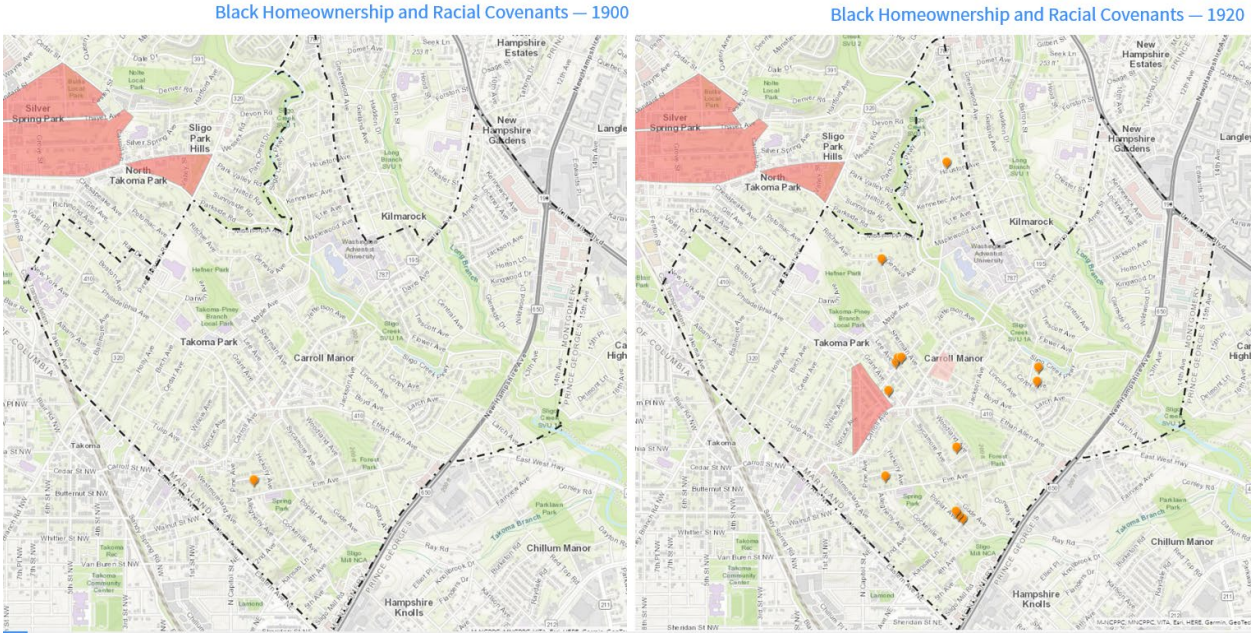

Figure 25: Black homeownership (orange pins) and racial restrictive covenants (shaded red) in Takoma Park in 1900 and 1920.

Between 1920 and 1940, Black homeownership in Takoma Park continued to increase. By 1940, there were almost an equal number of homeowners (33) and renters (34). The overall population expanded as well to 304 residents (an increase of 49%). During this period, however, properties associated with at

least 18 subdivisions included racial restrictive covenants, which channeled and concentrated the Black community's growth into three distinct areas (Figure 26). These became known as "the Hill" located at Oswego, Geneva, and Ritchie Avenues, "the Bottom" near Colby Avenue off Sligo Creek Parkway, and an unnamed, smaller community on Poplar Avenue. "The Hill" included the First Baptist Church of Takoma Park (1922) and the Takoma Park Rosenwald School (1928).[83]

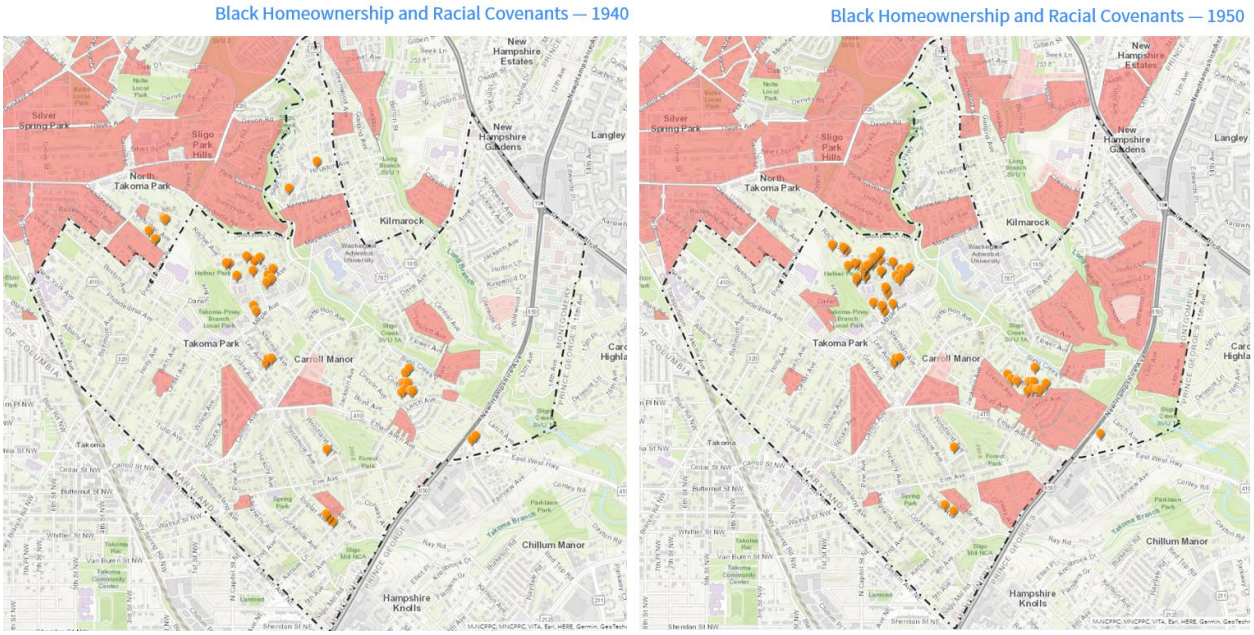

Figure 26: Black homeownership (orange pins) and racial restrictive covenants (shaded red) in Takoma Park in 1920 and 1950.

While this project focused on racial restrictive covenants placed by real estate developers, builders, and owners who proactively incorporated covenants in subdivisions before the sale or occupation of the lots, an additional covenant type was documented in this area. Known as "reactive racial restrictive covenants," these deed agreements occurred when private homeowners and community associations reactively coordinated to create new racial restrictive covenants in existing neighborhoods to ensure racial homogeneity. In 1947, 42 white owners in North Takoma Park on Ritchie Avenue independently agreed to such a Declaration of Covenants with the sole purpose of restricting the sale of property to Black homeowners. The boundary of the racial restrictive covenant abutted at least three Black-owned properties and occurred as Black homeownership at "the Hill" increased.

The white community surrounding "the Bottom" neighborhood included racial restrictive covenants at the time of the initial sale of properties. The neighborhood association, however, took additional steps and other actions to further isolate the Black community. The Lincoln Park Civic Association, which was active in this area, prohibited Black residents from joining the association. The by-laws membership requirements stated:

[83] "The Bottom" consisted of low-lying areas on Cherry and Colby Avenues just off Sligo Creek Parkway and "the Hill" was an elevated portion of Takoma Park consisting of several small hills traversed by Richie, Geneva, and Oswego avenues. EHT Traceries, "Takoma Park African American Survey Report," September 2022: 16.

> Any adult of the Caucasian race who is the owner of real property, in, a resident of, or who has a community of interest in, the Lincoln Valley area shall be eligible for admission to, and continuation of, membership in the Association…

The Black residents within this area formed their own civic association called the Colby Avenue Citizens Association, but the needs of the residents were more easily ignored by the City due to a lack of participation in the greater community's affairs.

In 1950, Black homeownership in Takoma Park increased to its highest levels. There were 56 owners compared to 27 renters. Approximately 67% of Black households owned their property, a dramatic increase from the 12.5% who owned land at the start of the century (Figure 27). The Black population continued to increase with 445 total residents, but the inclusion of racial restrictive covenants in the previous decade continued to isolate and concentrate the community.

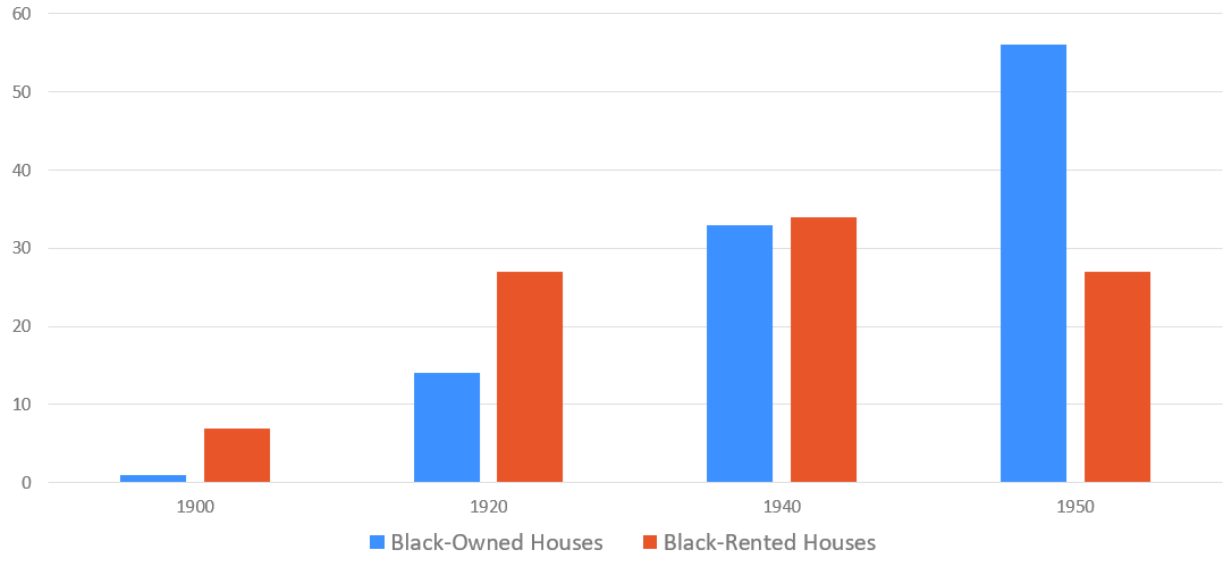

Figure 27: Black-occupied homes in Takoma Park between 1900 and 1950.

Conclusion

Racial discrimination was pervasive and broadly supported in Montgomery County until well into the mid-twentieth century. The history of this discrimination has been researched to the best of the team's ability within the scope of this project by researching, mapping, and documenting this legacy—as it was recorded in the land records, promulgated in County real estate policies, and perpetuated by the actions of private individuals. The Black community recognized this discrimination for what it was, and advocated for equal treatment in access to housing, schools, lending, employment, and public accommodations. Mapping discriminatory housing practices and Black homeownership provides opportunities for education, further research, and potentially new forums to discuss the County's history with greater precision, clarity, and understanding.

Further examination of demographic change in the most recent decades as part of the next phase of research can examine which racial disparities persist and which others are emergent in formerly racially exclusive areas. Combining these new data with the mapping research from this project may yield additional insights into remedies for these communities that are burdened with inequitable access to housing and other accommodations today.

Appendix: Project Deliverables

1. Report (Methodology, Historic Context, and Conclusions)

2. Databases
    a. Black Homeowners in the Downcounty Planning Area for the 1940 Census
    b. Black Homeowners in Takoma Park for the 1900, 1920, 1940, and 1950 Censuses
    c. Racial Restrictive Covenants in the Downcounty Planning Area
    d. Single-Family Housing Covenants in the Downcounty Planning Area
    e. Home Owners' Loan Corporation (Mortgages)

3. GIS Mapping Tool: Mapping Segregation Project
    a. Layers:
        i. Subdivisions with Racial Restrictive Covenants (Yes and Probable)
            - The layer is not a parcel-by-parcel analysis, but a selective sampling of properties within a record plat.
        ii. Subdivisions without Restrictive Covenants
            - The layer is not a parcel-by-parcel analysis, but a selective sampling of properties within a record plat.
        iii. Black Homeowners
            - 1900 Black Homeowners (Takoma Park)
            - 1920 Black Homeowners (Takoma Park)
            - 1940 Black Homeowners (Downcounty)
            - 1950 Black Homeowners (Takoma Park)
        iv. Historical Black Institutions (Churches, Cemeteries, Benevolent Societies, and Schools)
        v. HOLC Loans to Black Homeowners
        vi. Single-Family Dwelling Restrictive Covenants (All)
            - This layer illustrates all record plats associated with single-family dwelling restrictive covenants.
        vii. Single-Family Dwelling Restrictive Covenants (All)
            - This layer illustrates all record plats associated with single-family dwelling restrictive covenants that potentially remain in effect.
        viii. Federal Housing Administration
            - The layer illustrates two maps (1936-1937) that shows the residential sub-areas and their respective grade and the location of insured and outstanding FHA commitments.