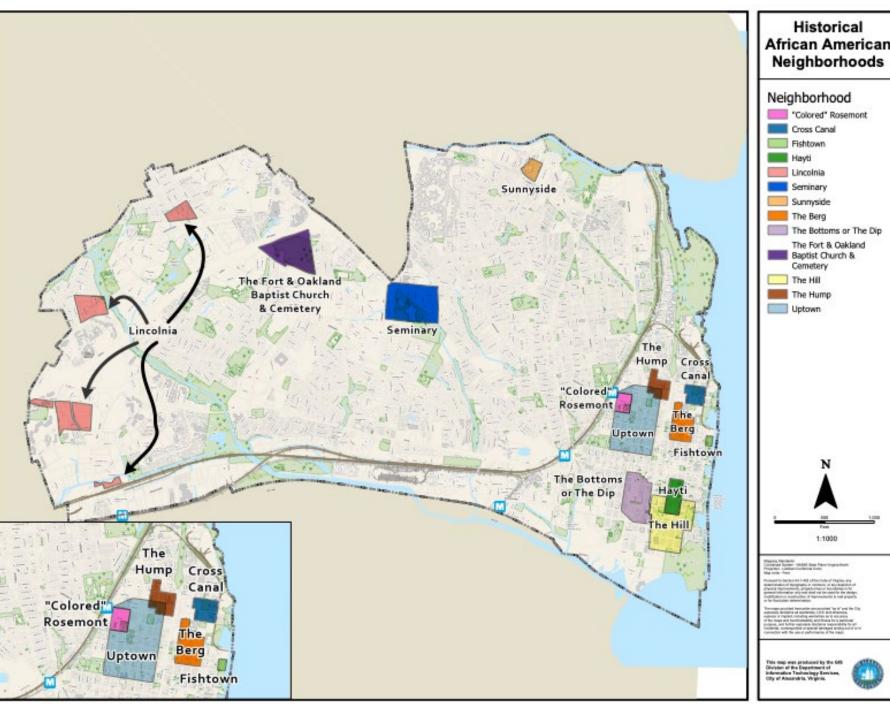


Rethinking Race, Housing, and Community: A History of Restrictive Covenants and Land Use Zoning in Alexandria, Virginia, 1900s-1960s

Krystyn R. Moon, PhD

University of Mary Washington





Alexandria's African American Neighborhoods

The Real Estate and Investment Corporation of Virginia,) THIS DEED, made this 28th day of March, in the year 1913, by and between The Real Estate and Investment Corporation of Virginia, party of the first part, and James C. witheasern; That for and in consideration of the sum of three hundred and the dollars, Eighty seven 50/100 Dollars of which has been paid in cash the receipt whereof and the halance heing payable 4 incash the receipt whereof MINNESSETH, That for and in consideration of the sum of three hundred and fifty seven 50/100 Dollars of which has been reid in each the receipt whereof dollars, Eighty seven 50/100 Dollars of which has been paid in cash the receipt wherever is hereby acknowledged, and the balance being payable in instalments of Twenty Dollars and every month, beginning on the 28" day of April 1012 and continuing each month is hereby acknowledged, and the balance being payable in instalments of Twenty Dollars each and every month beginning on the 22° day of April 1913, and continuing each month thereafter until the balance of Two hundred & sixty-two 50/100 dollars shall havebeen and in full, each of said instalments being sydency, by the magnitude promissory thereafter until the balance of Two hundred & sixty two 50/100 dollars shall have been paid in full, each of said instalments being evidenced by the negotiable promissory of the said party of the second part patable to the said party of paid in fills, each of send instalments being evidenced by the negotiable promissory note of the said party of the second part payable to the order of the said party of the part at the Citizens National Bank of the City of Alexandria, Virgini, with internote of the said party or the second part payable to the order of the said party of the first part at the Citizens National Bank of the City of Alexandria, Virgini , with interest first part at the Catalons National Bank of the City of Alexandria, Virginia, water at the rate of 6 per cent por annum, for the payment of which said deferred to the said deferred to the said harty of the first control payments a lien is hereby expressly reserved in this deed, the said deferred that grant, bargain, sell and across with sead party of the first payments a last, bargain, sell and convey with general warranty unto the said party of the first part, all of those centain late of warranty unto the said party of the part doth grand, based and convey with general warranty unto the said party second part, all of those certain lots or parcels of ground situate in the city of the said party and hains brown as party of the city of the said party and hains brown as the said party of the said party and hains brown as the said party and hains brown as the said party and th Alexandria, Virginia, and being known as Lots Nos. 23 & 24 in the Block bounded by Payne, Alexander, or onoco am Princess Streets, in a cortain plan of lots prepared by D. J. and Son. Civil Engineers Payette, of allow of Alexandra Marchael three of appears of record among the land re-And the said party of the second part coverants and agrees to pay the said notes as aforesaid, and should any default be made in the payment of any of the said notes when as around, and a superior any derault be made in the payment or any of the sain notes and as the same shall respectively become due, together with interest thereon, and contime for a period of three months from the time when the first said note in which default shall have been made, became due, then all of the remaining said notes that may be unpaid shall immediately become due and payable, then and in that event houglass Stuart who is hereby appointed a trustee for the purpose, shall expose the said property to sale at public suction, after first advertising the terms, time and place of sale for at least ten days in some newspaper published in the City of Alexandria, Virginia, the terms of said sale to be cash for a sufficient amount to pay the remainder of the said notes that may be unpaid together with the interest thereon, together with the costs and expenses of sale including a commission to the said trustee of 5 per cent upon the amount And it is hereby further covenanted and agreed by and between the said party of the first part and the said party of the second part that the said party of the second part shall have the right at any time to anticipate the payment of any or all of the said notes secured hereby at a discount of 5 per cent for cash, and immediately upon the payment of all of the said notes and the interest thereon the said party of the second part shall be entitled to receive a good and sufficient release of the lien hereby reserved. this And the said party of the second part covenants and agrees that he will pay all taxes and assessments on said property when the same shall become due during the period of time when any of the said notes secured hereby may remain unpaid, and should the said party of the second part fail to pay any such taxes and assessments, then the holder of any note hereby secured may pay any such taxes and assessed And the said party of the second part further covenants and agrees for himself his heirs and assigns that the said lots and any building or buildings that may be erected thereon shall not be sold, rented or leased to any person of negre descent, or any firm, or corporation composed of persons of negro descent, and this shall be regarded as a covenant running with the lami. The Real Estate and Investment Attest: Corporation of Virginia, V. Ward Boswell, By John G. Graham, James G. Graham, (SEAL)

915

What are property covenants?

"A property covenant is an agreement between two or more parties regarding certain use of a piece of real property. The covenant with either benefit or burden the landowner. A covenant that burdens the landowner is also called a restrictive covenant." --Quote from Cornell Law School's Legal Encyclopedia.

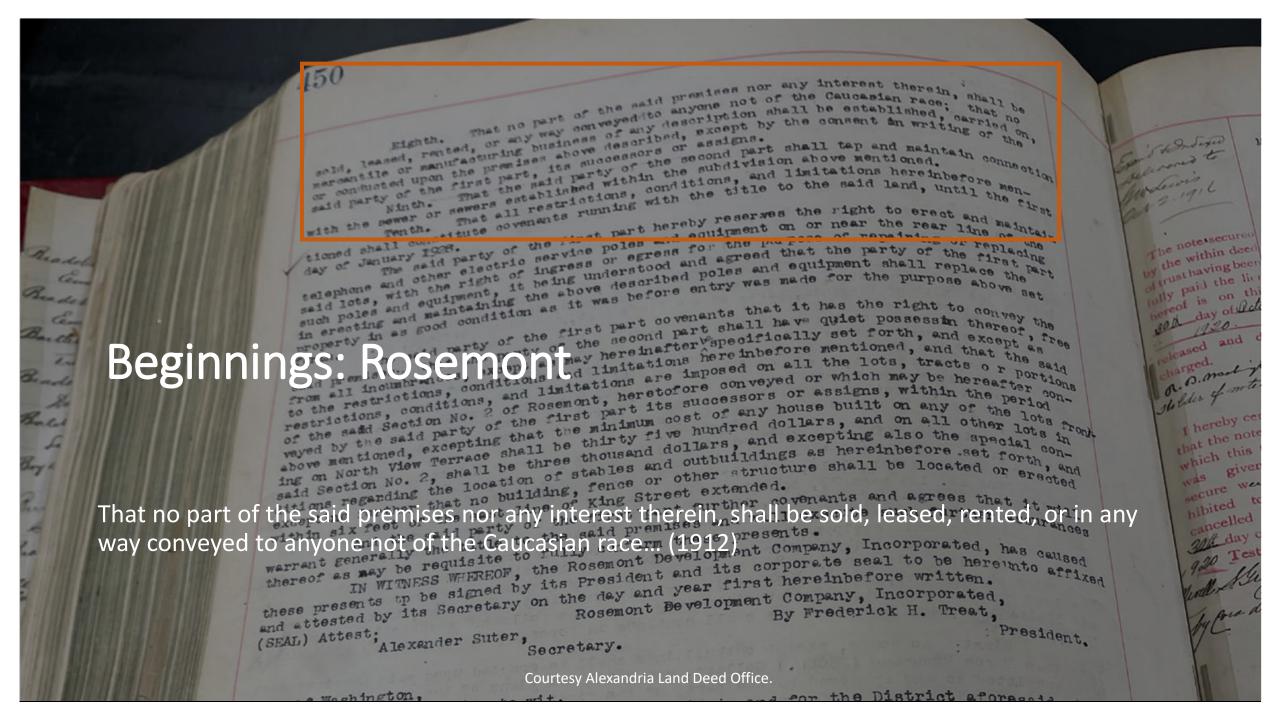
What are zoning ordinances?

Any locality may, by ordinance, classify the territory under its jurisdiction or any substantial portion thereof into districts of such number shape, and size as it may deem best suiting to carry out the purposes of this article, and in each district so that it may regulate, restrict, permit, prohibit, and determine the following:

- 1) The use of land, buildings, structures and other premises for agricultural, business, industrial, resident, flood plain and other specific uses;
- 2) The size, height, area, bulk, location, erection, construction, reconstruction, alteration, repair, maintenance, razing, or removal of structures;
- 3) The areas and dimensions of land, water, and air space to be occupied by buildings, structures and uses, and of courts, yards, and other open spaces to be left unoccupied by uses and structures, including variations in the sizes of lots based on whether a public or community water supply or sewer system is available and used; or
- 4) The excavation or mining of soil or other natural resources.

Restrictive Covenants

Warning: Historical documents may contain harmful language that reflects the attitudes and biases of their time. For more information, see the National Archive's Statement on Potentially Harmful Content.



Abingdon

Beverley Hills

Braddock Heights

Brenton

Dempsey's

Hume Spring

Jefferson Park

Monticello Park

Mount Ida

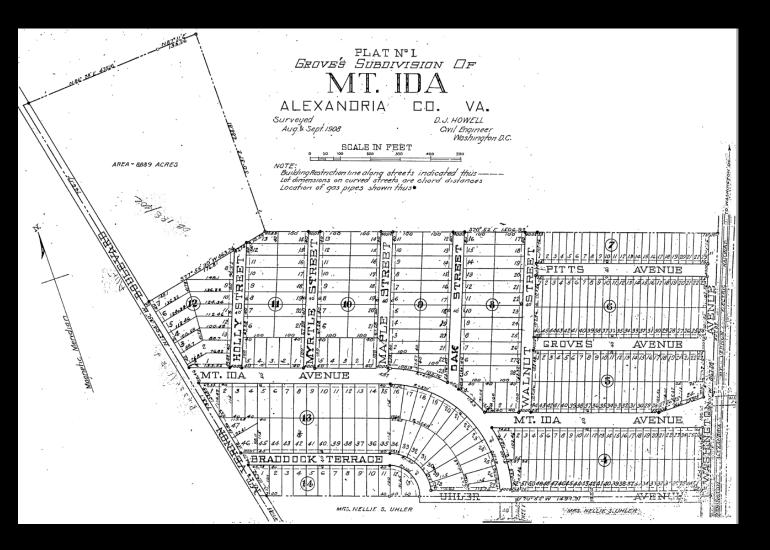
Mount Vernon

Rose Crest

West Braddock Heights

Wilmar Park

Arlington's White-Only Subdivisions Annexed in 1930



GENERAL.

It is perhaps the only municipality in the United States in which ownership of real estate is limited to persons of the Caucasian race, and it is also the only municipality so far as we know, that does not number among its residents persons of African descent. Its growth in the past five years, and since the installation of the sanitary sewer system, has been phenomenal, and nearly all of the residents of the Town are home owners, industrious and progressive. Churches of the Methodist and Baptist denomination are maintained, and shops of every variety, grocery stores, department stores, drug stores, real estate offices and a home owned and controlled bank being among the activities of the Town residents. The large transfer freight yards handling all freight between the north and south parallel the east boundary of the Town and is the source of a large revenue to the residents of the Town.

Alexandria's White-Only Subdivisions or Estates

<u>1915-1929</u> <u>1930-1962</u>

Adams Estate

George Washington Park*

Mount Vernon Park

Princess, Oronoco, Fayette, & Payne

Rosemont

South Braddock Heights

Temple Park

Baggett Tract

Beaumont

Beverley Park

Beverley Plaza

Chapel Hill

Clover

College Park

Colonial Park

Colonial Properties

Cottage Park

Davis Place

Echowood

Emma P. Hume

Glenmore

Howard Subdivision

Hunting Creek Homes

J. R. Howard

James R. Duncan

Jefferson Homes

Linden Gardens

Lynhaven

Malvern Hill

Moore-Hill Estates

Oak Crest

Oakland

Overlook Terrace

Page Property

Patrick Henry Homes

Ponnet Estate

Robert Moncure

Seminary Heights

South View Terrace

St. Elmo

Temple Terrace

Threadgill

Timber Branch Park

Virginia Stonell Selecman

Virginia Village

Waverly Taylor

West End

Westover

William Duncan's Estate

William H. Florence &

James R. Duncan

Yates Gardens

^{*} Located in Fairfax County prior to 1915

Fairfax's White-Only Subdivisions Annexed in 1952

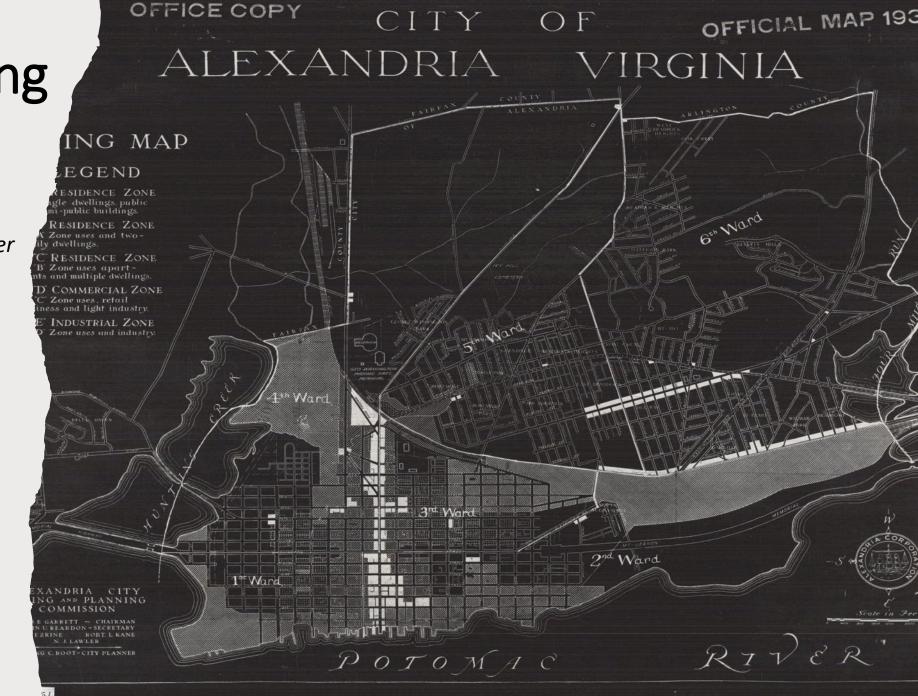
- Alnor Heights
- Brookville
- Cameron Park
- Cameron View
- Claremont
- Delta
- Dowden Terrace
- Dulaney Tract
- Eagle Crest

- Fort Ward Heights
- King's Haven
- Moore-Hill Estates
- Piney Court
- Seminary Heights
- Shirley Gardens
- Veach Tract
- Wapleton
- Washington Forrest

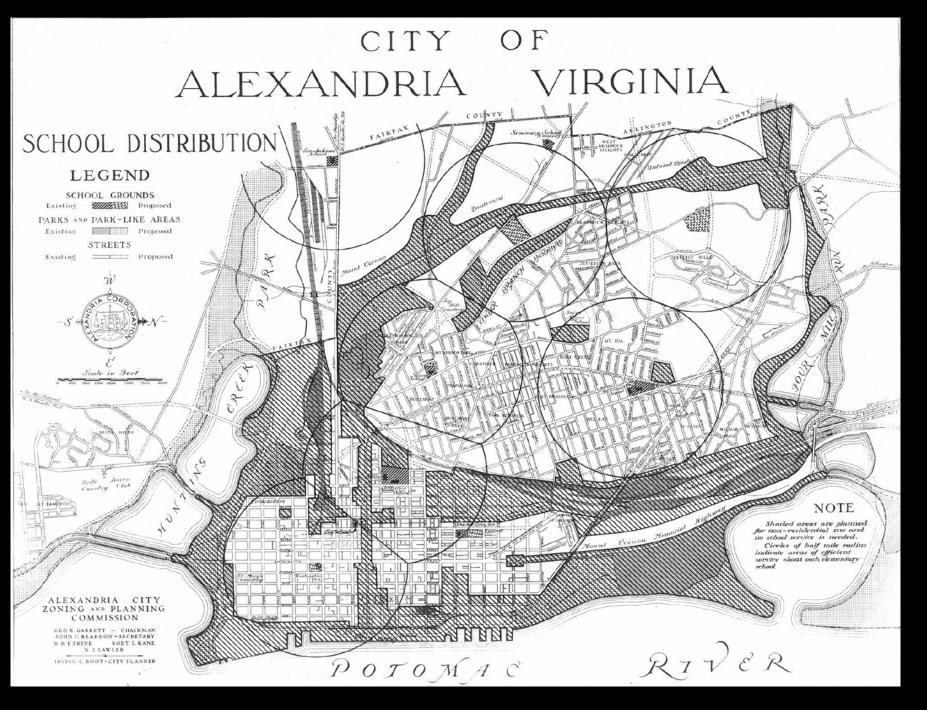
Zoning Ordinances

Land Use Zoning

- Ordinance No. 17 (1923)
 - Residential and nonresidential use
- Village of Euclid, Ohio v. Ambler Realty Co. (1926)
- Ordinance No. 109 (1931)
 - Types of land uses
 - Commercial
 - Industrial
 - Residential
 - Prioritizes single-family homes



Courtesy Geography and Map Division, Library of Congress.



School Distribution

- Elementary School Placement
 - Walking Distance
- Problem: Segregated Schools
 - White Schools
 - Jefferson
 - Lee
 - Maury
 - Mount Vernon
 - Washington
 - West End
 - African American Schools
 - Parker-Gray
 - Seminary

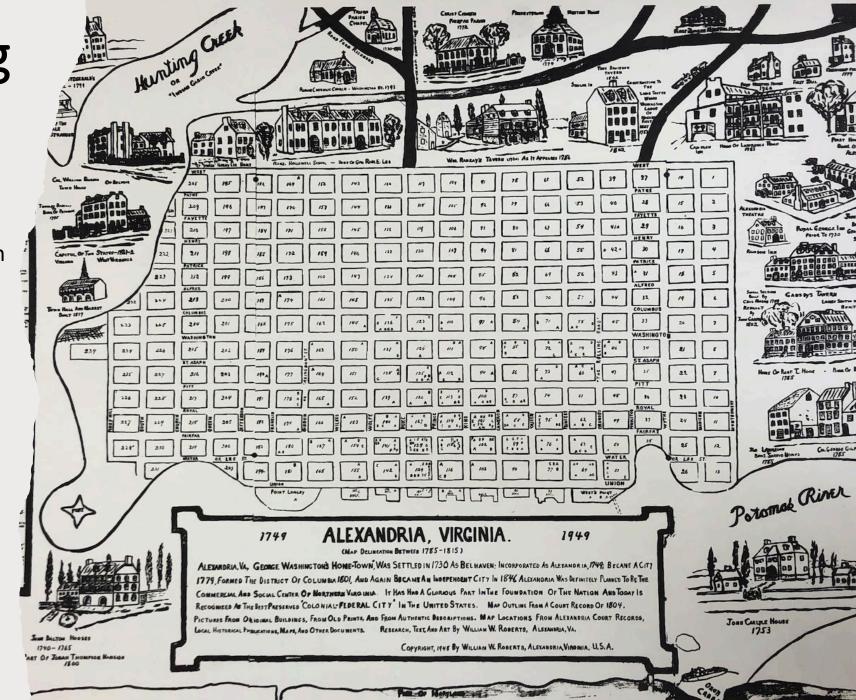
Courtesy American Heritage Center, University of Wyoming.

Case Study: Lincolnia



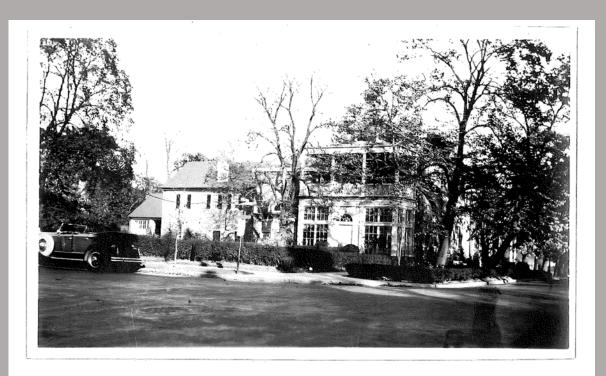
Aesthetic Zoning

- Old and Historic District (1946)
 - Tied to historic preservation movement
 - Tied to federal policies on George Washington Parkway
 - Protection 100+ year old buildings
 - Creation of Board of Architectural Review





Dwellings unfit for habitation for reasons of safety and sanitation should be condemned and destroyed.



One of the many beautiful, old Colonial homes which helps to make Alexandria ALEXANDRIA.

What is Historic?

Old and Historic District's Expansion

7. Consideration of a study of the question of an adjustment in the boundaries of the Old and Historic District.

Lawrence Joiner, President, IC Citizens Association, stated that, on behalf of the Association he was opposed to this extension; that whites are still doing everything to rid the city of its black population, but they have no intention of leaving; blacks want no part of Old Town, this extension will not benefit the City's total population; the blacks want no committee to dictate what they can or cannot do to the exterior of their homes; the extension will raise their taxes, which he felt was another scheme to drive out the blacks, retired people on fixed incomes would be hurt by an increae in taxes. He appealed to the dignity and humanity of the City to do what was fair for those citizens not living in Old Town.

Mrs. Eudora Lyles said she too was opposed to this proposal; that where she lived thousands of homes had been taken from the blacks, warehouses put in their backyards, and are faced with relocation of Route 1, the metro station and the DIP project; that she felt for the last 30 years everything had been done to harass the blacks; and that she felt this proposed extension was just another tool to push the blacks out of the area; that real estate deterioration will take place; that she did not think this was the right move to be taken.

Parker-Gray Historic District



A. MAJOR STRUCTURES Total		1	BLOCK TABU	LATION	
Residential Without	Business	2			
Residential With Bus	iness	3			
Commercial 4			CITY		
Industrial		5			
Public & Institution	al	6	STATE		
	Stro				
B. RESIDENTIAL STRUC- TURES BY TYPE-Total	7		DATE ENUMER	ATED	
1. Single Family Detached	g				
2. Single Family Attached	9		TABLE DESCRIPTION DATE.	Total	
3. Two Family Side by Side			TOTAL DWELLING UNITS E. MOSTHLY RENT	37	
4. Two Family Two Decker	11		I. No Report	38	
5. Three Family	12		Total Reports on Monthly Rent	39	
6. Four Family Dou- ble Two Decker			Total Hent	40	
	13		Average Rent Per Unit	41.	
7. Apartment			A. \$4.99 and less	42	
S. Bisiness With Dwelling Units 9. Other	15		B. \$5.00-\$9.99	43	
Non-converted 10. Partially	16		G. \$10.00-\$14.99	lala	
Converted	17		D. \$15.00-\$13.99	45	
11. Completely Converted	18		E. \$20.00-\$24.99	146	
TOTAL RESIDENTIAL STEUC	TURES	19	r. \$25.00=\$29.99	47	
C. YEAR BUILT X. No Report		20	0. 830.00-839.99	48	
Total Reports on Yes	r Built	21	н. \$40.00-\$49.99	149	
A. 1935-		22	1. \$50.00-\$74.99	50	
B. 1930-1934		23	J. \$75.00=\$99.99	51	
C. 1925-1929		24	E. \$100.00-\$149.99	52	
D. 1920-1924		25	L. \$150.00 or Nore	53	
E- 1915-1919		26	F. ADEQUACY D. Standard	54	
F. 1905-1914		27	D. Standard Substandard-Total	55	
0. 1895-1904		28	A. Physically		
E- 1885-1894		29	B. Occupancy	56	
I. 1860-1884		30	C. Physically & Occu- pancy Substandard	57	
J. 1859 or Before		31	G. CONDITION OF STRUC-	58	
			TURE. I. No Report Total Reports on Condition	59	
TOTAL DWELLING UNITS D. PLUMBING EQUIPMENT		35		60	
X. No Report		33	1. Good Condition	61	
Total Reports on Plumbing Equipment A-C. At Least 1 Toll	a.b	3/4	2. Minor Repairs	62	
and 1 Bath D-H. Less than 1 Tol		35	3. Major Repairs	63	
and 1 Bath	100	36	4. Unfi. for Use	64	

BLOCK TABO	LA	TION							
CITY									
STATE									
DATE ENUMER	ATE	D							
		Total		Single Family	Other Types	Vacant	000	wner supied	Tenant Occupied
TOTAL DWELLING UNITS	37	201000	T						
E. MONTHLY RENT X. No Heport	38						T		
Total Reports on Monthly Rent	39		1						
Total Hent	40								
Average Rent Per Unit	41.								
A. \$4.99 and less	42								
3. \$5.00-\$9.99	43								
0. \$10.00-814-99	lşlə			1	JE	C.	ш		n
D. \$15.00-\$19.99	45			スし	ノし	.)	UΙ		
z. \$20.00-\$24.99	46								
F. \$25.00-\$29.99	147								
0. 830.00-839.99	48								
н. \$40.00-\$49.99	149								
1. \$50.00-\$74.99	50								
J. \$75.00=\$99.99	51								
E. \$100.00-\$149.99	52								
L. \$150.00 or Nore	53								
F. ADEQUACT D. Standard	54								
Substandard-Total	55								
A. Physically Substandard	56		I						
B. Occupancy Substandard	57		1				1		
C. Physically & Occu- pancy Substandard	58								
G. CONDITION OF STRUC- TURE. I. No Report	59		1						
Total Reports on Condition	60								
1. Good Condition	61								
2. Minor Repairs	62								
3. Major Repairs	63								
4. Unf: for Use	64								

		Owner	Tenant		
DURATION OF GOODPANCT		Occupied	Occupied		
X. No Report	65			BLOCK NO.	E.D. NQ.
Total Reports on Duration	66			M.FERSONS PER ROOM	
A. Less than 6 Months	67			X. No Report Total Reports on	101
B. 6 Months- 11 Months	68			Persons per Room	102
C. 1 Year- 1 Year, 11 Months				A50 or Less	103
	69			B51 to .75	104
D. 2 Years- 2 Years, 11 Months E. 3 Years-	70			076 to 1.00	105
4 Years, 11 Months	71			D. 1.01 to 1.50	106
F. 5 Tears- 9 Tears 11 Months	72				107
G. 10 Years- 19 Years, 11 Months	73			E. 1.51 to 2.00	
H. 20 Tears or More	74			F. 2.01 or Nore	108
& Less than 5 Years	75			N.ROOMERS X. No Report	109
	1			Total Reports on Roomers	110
WHER OCCUPIED SINGLE AMILY STRUCTURE-Total	76			A. Number of Units with no Roomers	111
.ENCUMBRANCE X. No Report	7.7			B.Number of Units with	
Total Reports on Encumbrance	78			1 or 2 Ecomers C. Number of Units with	112
1. Mortgage or Land				C.Eumber of Units with 3 to 10 Roomers D.Bumber of Units with	113
Contract 2. No poumbrance	79			11 Roomers or More	114
	80			% With 3 Roomers or More	115
VAL OF PROPERTY	81		O.EXTRA P	AMILIES-Number of Units	116
Total Reports on Value	82			HOUSEMOLD	117
Total Value	83		Total Reports on Race		118
Average Value	84		1. White		119
ENANT OCCUPIED AND	TT		2. Negro		120
ACANT UNITS-Totel	85				121
I. No Report Total Reports on	86		3. Other		151
Furniture	87		Q-MAFFINO	SUMMARY Average Monthly	122
Purniture not Included in Bent	88		Rent per	unit unber of Dwelling Units	123
Furniture	89		6 of Res	idential Structures	
Included in Rent OTAL OCCUPIED UNITS	1		Built 19	19 or Before Dwelling Units Cocupied	754
	79		ph Carret		125
.NORBER & AGE OF ALL PERSONS X. No Report	91		% of All Major Re	Dwelling Units Needing pairs-Unfit for Use	126
Total Reports on Age of Persons	92		Number o	f Structures Business	127
Total Persons	93		5 of Dwg	olling Units With No Toilet and Bath	128
Average Bunber of			% of Oce	supied Dwelling Units se Other than White	129
Persons per Unit	94		With Rad	e Other than White Dwelling Units	
Number of Persons- 4 Years or Less Number of Persons-	95		Substand	ard her Occupied Single Family	1.30
5-9 Years	96		Structus	es with Mortgage .	131
Number of Persons- 10-14 Years	97		1.51 or	rupied Dwelling Units with More Persons Per Room	132
Number of Persons- 15-19 Years	98			Year Built Group	133
Number of Persons- 20-64 Years			Median	Duration of Occupancy	134
Number of Persons-	99		Median	Owner Occurred Units Duration of Occupancy Fenant Occupied Units	
65 Years and Over	100		Group-	Tenant Occupied Units	135