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## FAIR HOUSING

**Question:** A subdivision has old restrictive covenants prohibiting occupancy by anyone other than Caucasians. Are such private restrictions still enforceable?

**Answer:** Absolutely not! The relevant statute provides as follows:

**49.60.224. Real property contract provisions restricting conveyance, encumbrance, occupancy, or use to persons of particular race, disability, etc., void--Unfair practice**

(1) Every provision in a written instrument relating to real property which purports to forbid or restrict the conveyance, encumbrance, occupancy, or lease thereof to individuals of a specified race, creed, color, sex, national origin, families with children status, or with any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a blind, deaf, or physically disabled person, and every condition, restriction, or prohibition, including a right of entry or possibility of reverter, which directly or indirectly limits the use or occupancy of real property on the basis of race, creed, color, sex, national origin, families with children status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a blind, deaf, or physically disabled person is void.

(2) It is an unfair practice to insert in a written instrument relating to real property a provision that is void under this section or to honor or attempt to honor such a provision in the chain of title.

Illegal restrictions can be stricken from the public records through an inexpensive and simple process, as follows:

**49.60.227. Declaratory judgment action to strike discriminatory provision of real property contract**

If a written instrument contains a provision that is void by reason of RCW 49.60.224, the owner, occupant, or tenant of the property which is subject to the provision may cause the provision to be stricken from the public records by bringing an action in the superior court in the county in which the property is located. The action shall be an in rem, declaratory judgment action whose title shall be the description of the property. The necessary party to the action shall be the owner, occupant, or tenant of the property or any portion thereof. The person bringing the action shall pay a fee set under RCW 36.18.012 [currently \$20].

If the court finds that any provisions of the written instrument are void under RCW 49.60.224, it shall enter an order striking the void provisions from the public records and eliminating the void provisions from the title or lease of the property described in the complaint.

*This article contains general information only, and should not be used or relied upon as a substitute for competent legal advice in specific situations.*