IN THE SUPREME COURT OF THE STATE OF NEVADA

ADMIRAL'S POINT HOMEOWNERS
ASSOCIATION, A NEVADA NONPROFIT MUTUAL BENEFIT
CORPORATION; AND LORI GLENN,
TINA VIRGILI, MARK BRIDGMAN,
ANTHONY ROMANO, JOHN
DENNICK, AND IRIS HARBER,
BOARD MEMBERS OF THE
ADMIRAL'S POINT HOMEOWNERS
ASSOCIATION, INDIVIDUALLY AND
ON BEHALF OF THE CLASS
MEMBERS AT ADMIRAL'S POINT
HOMEOWNERS ASSOCIATION,
Appellants,

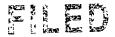
VS.

VEGAS GENERAL CONSTRUCTION, A
NEVADA CORPORATION;
AMERICANA DEVELOPMENT GROUP
II LIMITED PARTNERSHIP, A
NEVADA CANCELED LIMITED
PARTNERSHIP; CONSOLIDATED
AMERICANA CORPORATION, A
NEVADA CORPORATION;
WINDCREST DEVELOPMENT, A
NEVADA DEFAULTED
CORPORATION; RICHARD H.
MCCARTY, AN INDIVIDUAL; AND
WILLIAM G. GOFF, JR.,

Respondents.

ADMIRAL'S POINT HOMEOWNERS ASSOCIATION, A NEVADA NON-PROFIT MUTUAL BENEFIT CORPORATION; AND LORI GLENN, TINA VIRGILI, MARK BRIDGMAN, ANTHONY ROMANO, JOHN DENNICK, AND IRIS HARBER, BOARD MEMBERS OF THE ADMIRAL'S POINT HOMEOWNERS

No. 39418



MAR 24 2003



No. 39874

SUPREME COURT OF NEVADA

(O) 1947A

ASSOCIATION, INDIVIDUALLY AND ON BEHALF OF THE CLASS MEMBERS AT ADMIRAL'S POINT HOMEOWNERS ASSOCIATION, Appellants,

VS.

VEGAS GENERAL CONSTRUCTION, A
NEVADA CORPORATION;
AMERICANA DEVELOPMENT GROUP
II LIMITED PARTNERSHIP, A
NEVADA CANCELED LIMITED
PARTNERSHIP; CONSOLIDATED
AMERICANA CORPORATION, A
NEVADA CORPORATION;
WINDCREST DEVELOPMENT, A
NEVADA DEFAULTED
CORPORATION; RICHARD H.
MCCARTY, AN INDIVIDUAL; AND
WILLIAM G. GOFF, JR.,

Respondents.

ORDER DISMISSING APPEAL

Appellants have filed a motion to dismiss these consolidated appeals because the parties have reached a settlement. Appellant's request, however, "that this court retain jurisdiction over these appeals for the purpose of enforcing the settlement agreement." Although respondents join in the motion to dismiss, they oppose the request for this court to retain jurisdiction. Respondents assert that "retention of jurisdiction by this Court post-dismissal would be inappropriate pursuant to the Nevada Rules of Appellate Procedure." Respondents further assert that "interpretation, jurisdiction and enforcement of the Settlement Agreement . . . should be placed before the District Court as originally requested and stipulated between the parties."

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Cause appearing, we grant appellants' motion in part and we dismiss these consolidated appeals. We deny the request for this court to retain jurisdiction. The parties may seek relief in the district court for all issues arising out of the settlement agreement.

It is so ORDERED.

Agosti, C.J.
Rose
Gibbons

cc: Hon. Lee A. Gates, District Judge
Beckley Singleton, Chtd./Las Vegas
Burdman & Benson, LLP
Gonzalez Howard & Reade, Ltd.
Hutchison & Steffen, Ltd.
Lincoln, Gustafson & Cercos
Nitz Walton & Heaton, Ltd.
Edwards, Hale, Sturman, Atkin & Cushing, Ltd.
Clark County Clerk