HULOPO'E BEACH PARK AREA RULES AND REGULATIONS

PREFACE

The following rules and regulations, as incorporated within the Unilateral Agreement dated April 23, 1987 by Declarant Lanai Company, Inc. and the County of Maui, and modified by the Memorandum of Agreement (MOA) dated November 19, 1987, are not intended to ignore or supersede traditional, recreational uses. The Agreement, MOA and these rules and regulations recognize and defer to any and all existing traditional recreational uses of Hulopo'e Beach Park and adjacent shoreline areas. These rules were passed unanimously by the Hulopo'e Beach Park Council on May 15, 2025.

Table of Contents:

ARTICLE I: GENERAL PROVISIONS
- Definitions 2

ARTICLE II: PROHIBITIONS
- General prohibitions applicable to the park and all recreation facilities. 3

ARTICLE III: OPERATING POLICY
- Hours 5

ARTICLE IV: PERMITS AND FEES
- Casual user 5
- Commercial user 6
- Separate events 6
- Priority of use 6
- Fees and deposits 6
- Activity Permit Procedures 7
- Revocation 8
- Limitations on Use of Permits 8

ARTICLE V: CAMPING
- Camping areas 8
- Permits 9
- Fees 9

ARTICLE VI: AMENDMENTS 10

ARTICLE VII: PENALTIES 10

ARTICLE I. GENERAL PROVISIONS

Definitions

For the purpose of these rules and regulations, certain phrases and words are defined as follows:

A. "Beach" means areas directly oceanside of park areas that are designated public property as defined by the State and are therefore under the jurisdiction of the State and not subject to the rules and regulations of the "Hulopo'e Beach Park Area Rules and Regulations."

B. 'Camper" means any person who remains or intends to remain at the park or a recreational facility in order to use the facility as overnight accommodations.

C. 'Camping" means the use and occupation at the park or a recreational facility whereby one or more person(s) remains or intends to remain at the park or recreational facility in order to use the park or facility as overnight accommodations.

D. 'Casual User" means any person or organization utilizing the park area who would not be covered by any of the permitting activities listed in the Park Rules and Regulations and would not be subject to any registration requirements or fees.

E. "Commercial activity" means any act by which a person or entity receives a benefit or a promise to receive a benefit by providing goods or services to another person or entity.

F. 'Company" means Lāna'i Resorts, LLC, doing business as Pūlama Lāna'i, as successor-in-interest to Lanai Company, Inc., and its successors and assigns.

G. 'Custodial Deposit" means a sum of money placed with the Company as security for the use and maintenance of the park and recreational facilities.

H. 'Fee" means a monetary charge(s) required by the Company pursuant to the provisions herein for the authorized use of the park, portion thereof, and/or recreational facilities.

I. "Nonprofit" means an entity or organization that complies with Section 5 414D of the Hawaii Revised Statutes.

J. "Park" means the park, park roadway, (beach area above the highwater mark, beach right-of-way) and recreational areas at Hulopo'e Beach Park that are under the control, management and operation of the Company.

K. "Permit" means a written authorization signed by the Company or its authorized representative allowing for the use of park and/or recreational facilities.

L. "Recreational facility" means any building or other physical structure, such as pavilions and picnic tables, used for recreational purposes that are under the control, management and operation of the Company.

M. "Resident" means any person who permanently resides on Lāna'i as their principal place of residence. This includes members of the military and full-time students financially dependent on their parents, so long as the parents are full-time residents of Lāna'i. The Company will use such criteria as a Hawai'i driver's license or Hawai'i State ID to verify residency. A resident includes Company employees (not seasonal), and State and County employees from the first day of physically establishing residency on Lāna'i. It does not include non-resident property owners, visitors or individuals who are temporarily employed on Lāna'i, such as contractors, etc.

N. "Traditional recreational use" means current and past uses of beach and park areas by Lāna'i residents, which shall include but is not limited to: camping, pole fishing and picnicking.

O. "Type I Activity" means any activity organized and conducted by the Company.

P. "Type II Activity" means any activity organized and sponsored by any person or nonprofit entity that does not charge admission to attend the activity.

Q. "Type III Activity" means an activity organized and sponsored by any person or nonprofit entity that charges admission to attend the activity.

R. "Type IV Activity" means any activity organized and sponsored by any person or entity for the purpose of carrying on a profit-making or commercial activity.

ARTICLE II. PROHIBITIONS

A. Any activity deemed illegal if carried out on public property by the laws/statutes of the United States, State of Hawai'i or the County of Maui, shall be prohibited in all beach park areas.

B. Traditional recreational use shall not include, and it shall be a violation of these rules and regulations for any person to do any of the following within the limits of the park or within any recreational facility:

1. Abandon any vehicle or other personal property or leave any vehicle or other personal property unattended for a period in excess of twenty-four hours;

2. Throw or dispose of any refuse or any waste material except in a receptacle designated for such use;

3. Permit any animal, except as hereinafter provided in Subsection E of this Article, to enter and remain within the confines of the park area;

4. Remove, or in any manner destroy, injure, or deface any structure, sign, equipment, monument or device;

5. Be in possession of or discharge a firearm, including but not limited to air rifles or spring guns, any type of gun or rifle, or bow and arrow; or

6. Carry out, conduct or facilitate any commercial activity, as defined in Article I, in any park area without a permit from the Company.

C. Except as otherwise authorized by the Company, it shall be prohibited for any person or entity, within the limits of the park or at any recreational facility to:

1. Distribute, post or place any commercial handbill or circular, notice or other advertising material;

2. Repair cars or other vehicles;

3. Store, repair, or condition any boat, canoe, raft or other vessel;

4. Park or operate any vehicle on grassed or sand areas;

5. Use or operate loudspeakers or any sound-intensifying device or otherwise causes excessive noise (>55dBA from 7a-10p, >45dBA from 10p-7a as measured 30 feet from the source of the noise with a decibel meter); or

6. Kindle, build, maintain or use any fire other than in a grill or hibachi, and only in designated areas.

7. Engage in kite-surfing or sail-boarding.

8. Operate, launch, or recover drones or any other unmanned vehicle (ground, aerial, or aquatic);

9. Use fireworks or other pyrotechnics;

10. Use or operate kites with more than one (1) string/tether;

11. All lights except for handheld flashlights, headlamps, camping lanterns, transiting vehicle headlights, and beach park safety lights after 10p.

D. The Company will designate, by posting signs, areas in which certain activities, including but not limited to the following, are prohibited:

1. Active recreational uses, such as football or baseball, which endanger or impair the use and enjoyment of the park by others; and

2. Roller skating, skateboarding or bicycling, provided that bicycles may be used as a form of transportation to and from the beach park but must be stored or parked in areas designated or identified by the Company.

E. Regulation of animals.

1. The Company may from time to time set aside areas for horse riding, animal shows, classes and trials.

2. All other pets and animals are prohibited in the park area, except for "service animals," as defined by the Americans with Disabilities Act ("ADA"), which is limited to animals that are individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the animal must be directly related to the person's disability. Under the ADA, 'comfort," "therapy," or "emotional support animals" do not meet the definition of a service animal. All permitted service animals shall be on a leash, and owners are responsible for cleaning up and properly disposing of the animal's waste.

F. Regulation of motor vehicles. The Company may from time to time prohibit or reasonably restrict the operation or parking of a motor vehicle, including motorcycles, sand buggies, etc., within the premises of the park or the premises of a recreational facility.

ARTICLE III. OPERATING POLICY

Hours

A. The park shall be open to the public every day of the year.

B. Special events shall not use or restrict use by the public of more than one-fourth (1/4) of the entire park area, and no such event shall exceed two (2) consecutive days. Any closing of a designated area for a special event shall require forty-eight (48) hours' notice to Lāna'i residents. Notice can be by posting the date and times of special events at the community bulletin board.

C. The beach access road and parking lot will remain open for public use at all times.

D. There will be no maintenance or custodial services provided on Christmas and New Year's Day.

ARTICLE IV. PERMITS AND FEES

Casual User

The permit procedure that follows applies to any person or organization seeking the use of the park or recreational facility, or a portion thereof, and shall not apply to a casual user.

Commercial User

Commercial activity in the beach park is allowed only when specifically permitted. Unpermitted, and therefore prohibited commercial use or activity includes, but is not limited to, the provision of goods and services (including but not limited to food, beverage, recreation and other beach oriented services) on park property for a fee or other consideration and/or as part of a commercial enterprise, whether or not consideration is exchanged on park property or elsewhere. The Company shall have sole discretion to authorize commercial use or activity in or at the park through issuing a Type IV permit; provided that, any tour boat operator who has a pre-existing agreement with the Company shall have continued commercial access on such terms and conditions as are agreed to from time to time between the operator and the Company.

Separate Events

Except for camping, a request to make use of the park area or any recreational facility for separate days shall be considered separate events and will require separate permit applications.

Priority of Use

If more than one person, organization or entity applies for the use of the park, portion thereof, or recreational facility for the same time period, and the mutual uses of the applicants are incompatible, as determined by the Company, priority of use will be given on the basis of the first written application received by the Company.

Fees and Deposits

A. Fees

Fees may be charged for the use of the park or any portion thereof or recreational facilities by persons, organizations or entities. Fees shall be charged in accordance with the fee schedule attached to these Rules and Regulations and as may be adjusted from time to time by the Company.

B. Custodial Deposit

A custodial deposit may be required for use of the park, any portion thereof and/or for recreational facilities. The deposit shall serve as security for the costs of cleaning and repairing or restoring the park premises and/or recreational facilities. Custodial deposits are refundable once the Company determines that the cleaning, repairing or restoration of the park or recreational facilities have been satisfactorily performed. Custodial deposits will be forfeited if restoration is not completed within the time provided on the permit. If the permit holder does not satisfactorily clean, repair and/or restore the recreational facility or portion of the park that was used, the Company shall perform the necessary cleaning, repairing and/or

restoration, deduct the cost of the cleaning, repairing and/or restoration from the deposit and recover any cost the Company incurs in excess of said deposit by any available legal means.

In addition, the Company may deny a request for a future permit for a period of one year if submitted by a permit holder who fails to:

1. Satisfactorily clean, repair and/or restore any portion of the park or any recreational facility that was used; or

2. Reimburse any costs incurred by the Company in excess of the above-mentioned custodial deposit.

C. Schedule of Fees and Deposits (See Attached)

Activity Permit Application Procedure

A. Application. Any person or organization seeking issuance of a permit for Type II, Type III or Type IV activities shall submit a written application to the Company. The application shall include the following:

1. Name and address of the person or entity applying for the permit and the name and address of any responsible agent for the applicant;

2. Name and address of the person, organization or entity sponsoring the activity;

3. The nature of the activity to be engaged in by the person, organization or entity;

4. The day(s) and hours for which the permit is requested;

5. The park or recreational facility or portion thereof for which the permit is requested;

6. An estimate of the number of anticipated participants;

7. Certification of payment in full of all required fees and deposits;

8. Certificate of insurance evidencing coverage for liability, if and as required by the Company; and

9. Any other information which the Company may require in determining whether the permit should be granted.

B. The Applicant is responsible for:

1. Obtaining any necessary permits required by State and/or County agencies and the Company;

2. Securing any necessary utility services not provided by the Company;

3. Hiring any personnel deemed necessary by the Company to accommodate the planned activity;

4. Performing any services deemed necessary by the Company to accommodate the planned activity; and

5. Performing or causing to be performed daily custodial services while the permit is effective, and cleaning, repairing and/or restoration after the use of the park or recreational facility has terminated.

Revocation

The company may revoke a permit upon any violation of these rules and regulations or any County ordinance, State or U.S. statute or law.

Limitations on Use of Permits

A. A permit for Type II, Type III, and Type IV activities at any park or recreational facility shall not be given to any person, organization or entity for more than three (3) consecutive days.

B. Approval of permits for Type IV activities shall be at the sole discretion of the Company, which shall act with the objective of ensuring that the park and its facilities shall be primarily available for public use and for the enjoyment of Type I, II and III activities by Lāna'i residents, their guests, and guests of the hotels.

C. It is understood that all Type I-IV activities shall be carried out in accordance with rules and regulations applicable to all parties, and the exclusive use of any portion of the park shall be limited to no more than one quarter (1/4) of the park and its facilities.

ARTICLE V. CAMPING

A. Camping shall be allowed, subject to the following provisions:

1. Except as otherwise provided for in these rules and regulations, the Company shall specifically designate camping areas for those considered non-Lāna'i residents. The Company may curtail or prohibit camping or withdraw any permit issued if the Company determines that camping is or would be detrimental to the public health, safety and welfare, or in violation of any law, statute or ordinance.

2. All designated camping areas shall be used by the permittee so that the camping area is clean of refuse, garbage and any unsanitary conditions. Campers are required to use restrooms, and campsites shall not be utilized for drying laundry. The drying of laundry is permitted on the camp tent, on the mauka side of the tent, so long as the laundry is not showing above the height of the tent.

3. The Company may from time to time establish additional rules and regulations to govern camping in designated areas.

B. Camping Permits

1. Applicants seeking camping permits for themselves or others must be 18 years of age or older.

2. Any person, organization or entity desiring to camp shall first obtain a camping permit from the Company by applying for the same in person, in writing, by e-mail, or online through the Company's website.

3. Organizations, entities and non-Lāna'i residents shall be authorized to camp only with a permit and will be limited to a maximum of three (3) consecutive days for each camping site. (A Non-Resident Sponsored Camping Registration application is attached to these Rules.)

4. Temporary workers and/or contractors, property owners who are not full-time residents of Lāna'i, and family and friends of Lāna'i residents who may have previously resided on Lāna'i are not authorized to camp without a Lāna'i - resident sponsorship/presence.

5. Non-Lāna'i residents may camp with, or as a guest of a Lāna'i resident, as long as the Lāna'i resident is physically present to camp with the non-resident guest(s) between the hours of 6:00 p.m. and 7:00 a.m.

6. Organizations or groups (such as youth groups, canoe clubs or any organized group not based on Lāna'i) are ineligible for Lāna'i Resident sponsorship and must apply for a permit.

7. Lāna'i residents shall be authorized to camp, without a permit, limited to a maximum of five (5) consecutive days.

8. All persons or organizations shall have in their possession a copy of the permit issued by the Company at all times.

C. Camping Fees:

Any non-Lāna'i resident or organization applying for a camping permit shall at the time of the application pay a camping fee, which shall be payable on a per person, per day basis. Said camping fee shall be set at the discretion of the Company and may be reasonably adjusted by the Company to reflect the increased cost of administering, managing and supporting the Beach Park and its facilities.

ARTICLE VI. AMENDMENTS

These rules and regulations may be amended, revised and altered by action of the Hulopo'e Beach Park Council, to ensure public use and enjoyment of the park; provided that the rules and regulations are amended in a reasonable, non-discriminatory and non-arbitrary manner. Any proposed amendment shall require a public hearing on Lāna'i conducted by the Park Council, with notice to the Parks Department of the County of Maui, before any amendment to these rules and regulations is adopted.

ARTICLE VII. PENALTIES

Any person or organization violating any Hulopo'e Beach Park area rule or regulation shall be subject to administrative, civil, and/or criminal penalties, as applicable, and as provided by law.

To whom it may concern.

This is to certify that after publicly-posted notice of proposed changes/amendments to the Hulopo'e Beach Park Rules and Regulations in April, 2024 and public hearing of the proposed changes/amendments on December 5, 2024, the attached Rules were duly adopted by the Beach Park Council on May 15, 2025 with all members present and voting 'aye'. These rules replace those adopted by the HBPC in 2018. The only intended substantive changes between the 2018 rules and these are a modification of Article II, Section C, Rule 5, and the additions of Article II, Section C, Rule 7 through Rule 10 inclusive. Notice and a copy of these rules were provided to Parks Department of the County of Maui administration vie email.

Jonathan Sprague

Jonathan Sprague, Chair
Hulopo'e Beach Park

January 13, 2026
Date